2014
Resolutions
Book #101

2014

BOW-Stormwater Board Resolutions

1/15/2014

#101-1-15-14-1, Fort Wayne, J.H. Feichter's Garden View Addition, Lots 9, 10, 11, 12, 21, 22, 23, 24, 25, & 26.

#66235, 2014 Water Main Replacement Package 2

1/29/2014

#75982, Digesters 1 & 2 Cleaning

#83397, Independence Drive Storm Sewer Repairs

2/12/2014

#12365, 2014- Resurfacing Package D

#12366, 2014- Resurfacing Package A

#51089, Merle J. Abbett School Lighting Improvements

#75771, Taylor- Hale Sewer Separation Phase I

#66274, & 75959, North Area Meter Installation

#75975, Barr Street Storm Sewer Project

2/19/2014

#12372, Lake Pointe Villas Concrete Street Repairs

#12415, Flood Control- Spy Run Creek

#12421, State Blvd. Sidewalk Repairs

#12426, Maumee Avenue Sidewalk Repair

#12430, Wakefield Avenue Sidewalks

#75877, Ewing Street East-West Storm Sewer Extensions Phase II.

3/5/2014

#101-3-5-14-1, Emergency Street Repair on West Jefferson Blvd. at RR Viaduct. (Between Catalpa & Main Streets)

#12411, Sidewalk Trip Hazard Elimination 2014

#12413, Tennessee Avenue Sidewalks

#12419, North Highlands Blvd. and Emerson Ave. Island Construction

#12424, Winch Street Sidewalk Repairs

#12432, Walter Street Sidewalk Repairs

#12364, 2014-Resurfacing Package "C"

#12367, 2014- Resurfacing Package "B"

#12368, 2014 Public Sidewalk Curb Ramp Package "A"

#12373/66272, Southwick Village Water Main Replacement/Concrete Repair

3/19/2014

#12363, North Clinton Street/Fairington Dr. Intersection Improvements

#12369, 2014 – Public Sidewalk Curb Ramp Package "B"

#12375, Fourth Street Brick Replacement

#12379, Crown Colony Addition – Concrete Street Improvements

#12400, Airport Drive Concrete Street Repairs

#12408, Till Road Trail- Dawson's Creek Blvd. to Pufferbelly Trail

#12427, Edsall Avenue Sidewalk Repairs

#51091, 2014 District 1, 2, and 4 Street Lighting Improvements

#66146, St. Joe Dam Electrical Building HVAC

#66225, Coldwater Road Water Main Extension

#75917, Maplewood Lift Station Forcemain Replacement

*2009 Sewer SRF Series B (State Revolving Funds)

*2012 Sewer SRF Loan A Disbursements (State Revolving Funds)

3/26/2014

#12401, Vance Avenue Concrete Street Repairs

#12425, Clermont Drive Sidewalk Repairs

#12429, Hanna Street Sidewalk Repairs

#12376, Brookshire Circle Concrete Street Reconstruction

#75876, St. Joe CSO Relief Sewer

#83388, Southtown Centre Stream Relocation Planting Project

4/2/2014

#12359, Sandpiper Cove Concrete Street Reconstruction

#12399, Pettit Avenue Concrete Street Rehabilitation

#12423, Wallace Street Sidewalk Repairs

#51098, Walden Addition "Area 1" Street Lighting Improvements

#12255, Greenway- Pufferbelly Trail

4/9/2014

#101-4-9-14-1, Release of Sewer Pipe Easement, Courtyard Fairfield Apartments, 530 Home Avenue, Fort Wayne, IN 46807

#12412, 2014- Surface Milling for Street Department

#51097, Fairfield Avenue Street Lighting Improvements Phase II

#66207, Northwest Feeder Main Phase 4 Improvements

#83334, Tillman Road and South Calhoun Street, Storm Drainage and Flood Control Improvements

*2011 Water State Revolving Fund Loan (SRF) - B Disbursements

*2012 Sewer State Revolving Fun Loan (SRF) – A Disbursements

4/16/2014

#101-4-16-14-1, approving the sale of real estate owned by the City of Fort Wayne

#12374, Butler Street Brick Street Replacement

#12381, Blackhawk, Blackhawk Forest, and Blackhawk Farms Concrete Street Repairs

#66310, St. Joe Dam, Tainter Gate No. 2 Replacement

4/23/2014

#101-4-9-14-2, City of Fort Wayne authorizing the sale of certain real estate property.

#101-4-23-14-2, Authorizing the issuance of waterworks revenue bonds.

#101-4-23-14-3, Approval of Asset Acquisition Agreement to purchase Aqua Indiana, Inc. Southwest water assets and settle North System Litigation.

#12384, Haverhill/Plantation of Aboite/Aboite Lakes Estates/North Shores Concrete Street Repairs

#12406, Northland Blvd. & Polo Run Walks Improvements

#75994, 2014 CIPP Package 1 – Small Diameter

*2012 Sewer State Revolving Fund (SRF) Loan A Disbursements

4/30/2014

#101-4-30-14-1, Release of Utility Easement, YMCA Northeast, 5600 block of St. Joe Center Rd., Fort Wayne, IN 46835

#12285, Fairfield Avenue & Ewing Street Reconstruction

#66269, Covington Road – Smith Road Water Main Replacement

#75810, Lenox Avenue – Fairfax Avenue Sewer Separation, Phase II

#76016, Swift Interceptor Relief Sewer – Coldwater Road Crossing

*2012 Sewer State Revolving Fund (SRF) Loan A Disbursements

*2011 Water State Revolving Fund (SRF) Loan B Disbursements

5/7/2014

#12361, Park Avenue Sidewalk Improvement

#66354, Emergency Resolution, Northwest Feeder Large Valve Replacement

#75997, Pontiac Rain Garden Renovation Construction

5/14/2014

#12383, Crestwood Colony, North Sherwood Terrace, Silver Maples, & Summerfield Concrete Street Repairs

#75912, Biosolids Scale Building Forcemain

*2011 Water State Revolving Fund (SRF) Loan B Disbursements

*2012 Sewer State Revolving Fund (SRF) Loan A Disbursements

5/21/2014

#12404, Lower Huntington Road Concrete Street Repairs

#12459, Warsaw Street- Concrete Curbface Walk (3000 Block)

#66283, SWPS Buried Valve Replacement Project

5/28/2014

#101-5-28-14-1, Approving the Purchase of 520 Wagner Street, Fort Wayne, IN 46805

#101-5-28-14-2, Approving the Purchase of 804 Pemberton Drive, Fort Wayne, IN 46805

#75971, General Manhole Rehabilitation 2014

2014

BOW- Stormwater Board Resolutions

6/4/2014

#101-6-4-14-1, *Preliminary Hearing Minutes*, Authorizing the Sale of Certain Real Estate Property.

#101-6-4-14-1, Resolution Authorizing the Sale of Certain Real Estate Property

#76027, Huffman Blvd. Drainage Improvements

#83371, Kings Crossing Stormwater Improvements

#101-6-4-14-2, Establishing Certain Rates and Charges and the Amendment of Chapter 51 of the City of Fort Wayne Code of Ordinances.

6/11/2014

#101-6-11-14-1, Approving the Purchase of 707 N. Coliseum Blvd, Fort Wayne, IN 46805

#101-6-11-14-2, Requesting and Approving the Abrogation and Release of Restrictions for Certain Real Estate owned by the City of Fort Wayne

#75995, 2014 CIPP Package 2 – Small Diameter

#83380, 7900 West Jefferson Blvd. Storm Drainage Improvements

*2011 Water State Revolving Fund (SRF) Loan B Disbursements

6/18/2014

#12431, Putnam Street and Fourth Street Sidewalk Repairs

#75903, Aboite Lift Station Improvements

6/25/2014

#101-6-25-14-1, Emergency Resolution, Liberty Mills Road Storm Sewer Emergency Repair

#101-6-25-14-2, *Public Hearing Minutes,* Acceptance of Preliminary Engineering Report

#101-6-25-14-2, Resolution: Acceptance of Preliminary Engineering Report

7/2/2014

#101-7-2-14-1, Capital Improvement projects (6 year Phase), Federal Mandates & the Consent Decree

#101-7-2-14-2, Fort Wayne Water Pollution Control

7/9/2014

*2011 Water State Revolving Fund (SRF) Loan B Disbursements

*2012 Sewer State Revolving Fund (SRF) Loan A Disbursements

7/16/15

#12477, 4729 Hartford Drive Concrete Street Repairs

#75970, Hessen Cassel Lift Station Improvements

#75983, 2014 Open Cut – Package 1

7/23/2014

#12480, Covington Road Bank Stabilization Emergency Project

7/30/2014

#101-7-30-14-1, Lima Road Sanitary Sewer Emergency Repair

#66091, Maplecrest Road Lake to State Water Main Project

#66262, West and Southwest Pressure Zone Improvements Project

#75996, Redwood Avenue Drainage Improvements

8/6/2014

#101-8-6-14-1, Lima Road Sanitary Sewer Emergency Repair

#66374, 2014 Filter Renovation

#66375, 2014 Filter Topping

#75745, Water Control Plant Administration Building Improvements

**2011 Water State Revolving Fund (SRF) Loan B Disbursement

**2012 Sewer State Revolving Fund (SRF) Loan A Disbursement

8/13/2014

#75997, Pontiac Rain Garden Renovation Construction

**2014 Sewer State Revolving Fund (SRF) Loan A Disbursements

8/20/2014

#101-8-20-14-1, Taylor-Hale Sewer Separation Project Phase I

#12344, Oxford Street Concrete Repair/Road Diet

#12422, Murray Street Sidewalk Repairs

#12428, Oxford Street Sidewalk Repairs, Lillie Street to South Anthony Blvd.

#12469, 719 Rockhill Street Sidewalk

#75928, Hillcrest Addition Improvements

#83358, Auburn Road- Southway Drive Stormwater Improvements

8/27/2014

#0002-2013, WPCP Chemically Enhanced Primary Treatment Improvements

#101-8-27-14-1, 1903 Saint Mary's Avenue

#66252, Smith Road Water Main Extension- Airport Expressway to Indianapolis Road

#66289, Royal Oak Park Water Main Replacement

9/3/2014

#66394, Plant 1 East Uppers- Top Slab Concrete Repairs

9/10/2014

#12458, South Anthony Walks Improvements

#76049, 2015 CIPP Package 1, Small & Medium Diameter

9/17/2014

#101-9-17-14-1, Real Estate Property for use by the City of Fort Wayne, Indiana, as part of the Taylor-Hale Sewer Separation Project Phase I.

#101-9-17-14-2, Acceptance of Preliminary Engineering Report

#83228, Beckett's Run Stream Relocation Improvements

**2012 Sewer State Revolving Fund (SRF) Loan A Disbursements

**2014 Sewer State Revolving Fund (SRF) Loan A Disbursements

9/24/2015

#76050, 2015 CIPP Package 2, Small & Medium Diameter

10/1/2014

#76058, 2015 CIPP Package 3- Small & Medium Diameter

**2011 Water State Revolving Funds (SRF) Loan B Disbursement

10/8/2014

#66299, Gaywood – Warsaw Area Water Main Replacement

#75603, Thompson Huestis Maple Storm Sewer Extension

**2012 Sewer State Revolving Funds (SRF) Loan A Disbursements

**2014 Sewer State Revolving Funds (SRF) Loan A Disbursements

10/15/2014

#12490, Asphalt Sealing – 2014

#66267, Feighner Road Water Main Extension

#83433, Rosewood Drive Storm Sewer Emergency

10/22/2014

#101-10-22-14-1, Condemnation of property for the Taylor-Hale Sewer Seperation Project, Phase I.

#101-10-22-14-2, On-Call Emergency Excavating Services

#101-10-22-14-3, On-Call Asphalt Cut Repair Services

#66404, Plant 2 Center Floc Replacement

#76013, St. Joe Relief Connections CSO 044, CSO 045, CSO 068

**2012 Sewer State Revolving Fund (SRF) Loan A Disbursements

**2014 Sewer State Revolving Fund (SRF) Loan A Disbursements

10/29/2014

#101-10-27-14-1, Intent to sell Real Estate owned by the City of Fort Wayne, located at 902 Liberty Street, 1004 Liberty Street, 713 Beague Street and 1401 Grant Avenue.

#12489, Chestnut Street Concrete Street Repairs

#75770, Permanent Metering Improvements

#83324, Poinsette & Lillian Drainage Improvement

2014

BOW- Stormwater Board Resolutions

11/5/2014

#66256, Branstrator Ellison Road Water Main Extension

#66326, Flocculation Improvements Phase III.

#83353, Spy Run Channel Improvements (Stormwater Minutes)

11/12/2014

**2011 Water State Revolving Fund (SRF) Loan B Disbursements

**2014 Sewer State Revolving Fund (SRF) Loan A Disbursements

11/19/2014

#101-11-19-14-1, Brooklyn Avenue Combination Sewer Emergency Repair

**2014 Sewer State Revolving Fund (SRF) Loan A Disbursements

12/3/2014

#101-12-3-14-1, Conveyance of property located at 2915 Smith Street.

#12499, Copperhill, Summersworth, and Stockbridge Place Intersection

12/10/2014

#66188, Bass Road Feeder Main Extension Phase 2

12/17/2014

No Resolutions on the 17th.

Approval of **JOINT (BOPW & STORMWATER MINUTES) For CU 2015 Annual Budget.**

TO: Victoria Edwards - Board of Public Works

FROM: Darlene Backs – City Utilities Financial Services

DATE: December 27, 2013

RE: 2011 Water State Revolving Fund Loan - B Disbursements

Please include the following **2011 Water SRF - B disbursement** with the City Utilities vendor payments.

City Utilities Engineering is requesting the Board of Public Works to approve the following payment in the amount of **$878,502.00.** This payment will be made with the 2011 Waterworks B State Revolving Fund Loan Program. This expense is for the 3RFP UV Disinfection Improvement project.

Draw 175	Kokosing Construction Co.	$878,502.00

Robert P. Kennedy, Chairman

Kumar Menon, Member

Mike Avila, Member

January 15, 2014 *
Date

TO: Victoria Edwards - Board of Public Works

FROM: Darlene Backs – City Utilities Financial Services

DATE: December 27, 2013

RE: 2011 Sewer State Revolving Fund Loan - B Disbursements

Please include the following **2011 Sewer SRF - B disbursements** with the City Utilities vendor payments.

City Utilities Engineering is requesting the Board of Public Works to approve the following payments in the amount of **$292,518.00.** These payments will be made with the 2011 Sewage Works - B State Revolving Fund Loan Program. These expenses are for the WPCP Combined Sewage Pump Station Improvements including design through construction, the Digester Electrical project and the WPCP First Flush & Bleedback Facilities Improvements.

Draw 261	Donohue & Associates	$ 14,998.00
Draw 262, 263 & 264	CH2M Hill Engineers	94,755.00
Draw 265	Kurtec Inc.	300.00
Draw 266	B L Anderson	1,170.00
Draw 267	City Utilities – Fort Wayne Municipal Sewage Works	181,295.00
	Total Payments	**$292,518.00**

Robert P. Kennedy, Chairman

Kumar Menon, Member

Mike Avila, Member

January 15, 2014 *
Date

VACATION OF STORM SEWER EASEMENT

Fort Wayne, J. H. Feichter's Garden View Addition,
Lots 9, 10, 11, 12, 21, 22, 23, 24, 25 and 26

Cross Reference to Miscellaneous Deed Book 343, pgs. 241-242, and
Documents 950035170, 950042336, 950043657, 2011030175 and 2012033394

Board of Stormwater Management Resolution 101-1-15-14-1
Quarter Section R14

THIS EASEMENT VACATION ("Vacation ") is executed this 15th day of January, 2014, by the City of Fort Wayne Board of Stormwater Management ("City"), to wit:

RECITALS

A. Forestridge, LLC, is the owner ("Owner") of certain real estate located in the City of Fort Wayne, Allen County, Indiana, and recorded at Documents 950035170, 950042336 and 950043657 in the office of the Recorder of Allen County, Indiana.

B. City obtained an easement across Owner's real estate and additional real estate west of Owner's real estate ("collectively, Real Estate"), by Board of Public Works Amended Resolution No. 55-1969, approved October 16, 1969 and recorded at Miscellaneous Deed Book 343, pgs. 241-242 in the office of the Recorder of Allen County, Indiana ("Easement").

C. Owner has by Exhibit A requested that City vacate the Easement across Owner's real estate.

D. The Easement has been replaced by other easements of record for City's utilities located therein, and City has determined that the Easement is not presently used by nor proposed to be used by City on the Real Estate, and City is willing to vacate the Easement in its entirety.

VACATION

1. City hereby vacates in its entirety all right, title and interest in and to a certain storm sewer easement obtained by City through Board of Public Works Amended Resolution No. 55-1969, approved October 16, 1969 and recorded at Miscellaneous Deed Book 343, pgs. 241-242 in the office of the Recorder of Allen County, Indiana.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the City of Fort Wayne Board of Stormwater Management has executed this Vacation as of the date set forth above.

By: _____
Robert P. Kennedy, Chair

By: _____
Matthew Wirtz, Member

By: _____
Mike Avila, Member

ATTEST: _____
Victoria G. Edwards, Clerk

ACKNOWLEDGEMENT

STATE OF INDIANA)
) SS
COUNTY OF ALLEN)

BEFORE ME, a Notary Public in and for said State and County, personally appeared the within named City of Fort Wayne Board of Stormwater Management, "City" herein, by Robert P. Kennedy, Matthew Wirtz and Mike Avila as Members of the Board, and Victoria G. Edwards, Clerk of the Board, and acknowledged the execution of the foregoing Vacation as their voluntary act and deed.

WITNESS my hand and seal this 15th day of January, 2014.

My Commission Expires: 12/02/2020

Resident of Allen County

_____
Signature of Notary Public

Lindsay K. Haggerty
Printed Name

Lindsay K Haggerty
Notary Public Seal State of Indiana
Allen County
My Commission Expires 12/02/2020

I affirm, under penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law.
This instrument prepared by Craig Berndt, Fort Wayne City Utilities, Development Services.

EXHIBIT A 1 of 2

SHAMBAUGH, KAST, BECK & WILLIAMS, LLP

Lawyers

EDWARD E. BECK
STEPHEN J. WILLIAMS *
JOHN B. POWELL
RONALD D. FELGER
PAUL R. STURM ‡

JOHN S. BLOOM
ROBERT A. WAGNER
NATHAN S.J. WILLIAMS *#
BENJAMIN S.J. WILLIAMS *
NICHOLAS J. HURSH

DAVID L. PETERS, OF COUNSEL
DAVID A. STEWART, OF COUNSEL
BRIAN M. SIMPSON, OF COUNSEL
****
WILLARD SHAMBAUGH
(1897-1976)
MICHAEL H. KAST
(1928-2013)

229 West Berry Street, Suite 400
P.O. Box 11648
Fort Wayne, Indiana 46859-1648
****
Telephone: 260-423-1430
Facsimile: 260-422-9038

www.skbw.com

* Estate Planning & Administration Specialist - Certified by *Indiana Trust & Estate Specialty Certification Board*
‡ Family Law Specialist - Certified by the *Family Law Certification Board*
\# Also Licensed in Ohio

January 2, 2014

Mr. Craig Berndt
City Utilities
200 East Berry Street, Suite 140
Fort Wayne, IN 46802-2733

Re: Lowe's Store at 1929 N. Coliseum Blvd.

Dear Mr. Berndt,

I represent Forestridge, LLC who is the owner of the Lowe's store located at the Southwest Corner of State and Coliseum Boulevards. Forestridge has executed a purchase agreement to sell the property to Lowe's.

The title work has revealed that there is a 20-foot easement for storm sewer over portion of the subject real estate condemned by the City of Fort Wayne by modified Sewer Easement Resolution 55-1969, adopted October 16, 1969.

The title commitment also revealed the following sewer easements:

1. Storm Sewer Easement over a portion of the subject real estate granted to the City of Fort Wayne by instrument recorded September 16, 1994 as Document Number 94-54214.

2. Easement for Sanitary Sewer over a portion of the real estate granted to the City of Fort Wayne by instrument recorded July 19, 1996 as Document Number 960039729.

Based on the subsequent easements, Lowe's is requesting that the City vacate the Sewer Easement Resolution 55-1969 wherever it crosses the property. The legal description for the property is enclosed in the Document labeled "Exhibit A - Legal Description of ROFO Premises."

EXHIBIT A 2 OF 2

I have also enclosed copies of the Storm Sewer Easements and Sanitary Sewer Easement along with a survey of the property.

Please contact me if you have any questions or concerns or would like to discuss this matter in further detail. I appreciate your assistance in this matter.

Very truly yours,

Benjamin S.J. Williams

Benjamin S.J. Williams
E-mail: bwilliams@skbw.com

bsjw
enclosures

P:\WORK\BSW\iAB Financial Bank\Forestridge LLC(019)\Berndt-ltr01=01-02-14.wpd

2014 Water Main Replacement Package 2
RESOLUTION NO. 66235

RESOLUTION BY THE BOARD OF PUBLIC WORKS of the City of Fort Wayne, Indiana that:

Includes the installation of 14,720 linear feet of 6-inch water main and 3,731 linear feet of 12-inch water main replacement and associated hydrants, valves, and all other appurtenances.

Said improvements with all their appurtenances shall be constructed in accordance with the plans and specifications titled, "2014 Water Main Replacement Package 2"

Declares the cost of the said improvements shall be paid by the funds from the Fort Wayne Water Utility (Revenue).

Declares the project is necessary for the protection of public health and welfare of the inhabitants of the area and the safeguarding of property within the area.

Declares that this project is of public utility benefit.

States there is no cost associated with the purchase of any land associated with this project.

Declares the engineer's estimate of the project's total cost is $2,010,280.

APPROVED THIS 15th DAY OF January, 2013.

BOARD OF PUBLIC WORKS

BY: _____
Robert P. Kennedy, Chairman

BY: Mike Avila
Mike Avila, Member

BY: _____
Kumar Menon, Member

ATTEST: Victoria Edwards
Victoria Edwards, Clerk

Digesters 1 & 2 Cleaning
RESOLUTION NO. 75982

RESOLUTION BY THE BOARD OF PUBLIC WORKS of the City of Fort Wayne, Indiana that:

Improvements to anaerobic digesters 1 and 2 at the Fort Wayne Water Pollution Control Plant will be the basis for this project.

Said improvements shall include removal and disposal of accumulated debris within anaerobic digesters 1 & 2

Said improvements with all their appurtenances shall be constructed in accordance with the plans and specifications titled, Digesters 1 & 2 Cleaning

Declares the cost of the said improvements shall be paid by the funds from the Fort Wayne Sewer Utility (Revenue).

Declares the project is necessary for the protection of public health and welfare of the in habitants of the area and the safeguarding of property within the area.

Declares that this project is of public utility benefit.

Declares Board of Public Works will not acquire any property rights for this project.

States there are no cost associated with the purchase of any land associated with this project.

Declares the engineer's estimate of the project's total cost is $280,000.00.

Declares that there will be no property owners will be affected with this project.

APPROVED THIS 29th DAY OF January, 2014.

BOARD OF PUBLIC WORKS

BY: _____
Robert P. Kennedy, Chairman

BY: Mike Avila
Mike Avila, Member

BY: _____
Kumar Menon, Member

ATTEST: Victoria Edwards
Victoria Edwards, Clerk

Independence Drive Storm Sewer Repairs
RESOLUTION NO. 83397

RESOLUTION BY THE BOARD OF STORMWATER MANAGEMENT of the City of Fort Wayne, Indiana that:

Orders the construction of approximately 50 L.F. of 16" Ductile Iron Pipe, all appurtenant structures associated with storm drainage improvements and 180 S.Y. of concrete street removal and replacement on Independence Drive in front of the US Post Office near Goshen Road

Said improvements with all their appurtenances shall be constructed in accordance with the plans and specifications titled, **Independence Drive Storm Sewer Repairs.**

Declares the cost of the said improvements shall be paid by the Fort Wayne Storm Utility.

Declares the project is necessary for the protection of public health and welfare of the in habitants of the area and the safeguarding of property within the area.

Declares that this project is of public utility benefit.

States there are no cost associated with the purchase of any land associate with this project.

Declares the engineer's estimate of the project's total cost is $42,000.00.

APPROVED THIS 29th DAY OF January, 2014.

Board of Stormwater Management

BY: _____
Robert P. Kennedy, Chair

BY: _____
Matthew Wirtz, Member

BY: _____
Mike Avila, Member

ATTEST: _____
Vietoria Edwards, Clerk

TO: Victoria Edwards - Board of Public Works

FROM: Darlene Backs – City Utilities Financial Services

DATE: January 16, 2014

RE: 2011 Sewer State Revolving Fund Loan - B Disbursements

Please include the following **2011 Sewer SRF - B disbursements** with the City Utilities vendor payments.

City Utilities Engineering is requesting the Board of Public Works to approve the following payments in the amount of **$236,368.00.** These payments will be made with the 2011 Sewage Works - B State Revolving Fund Loan Program. These expenses are for the WPCP Combined Sewage Pump Station Improvements and the WPCP First Flush & Bleedback Facilities Improvements.

Draw 268 & 269	CH2M Hill Engineers	$ 27,261.00
Draw 270	Donohue & Associates	12,909.00
Draw 271 & 272	Weigand Construction & Lake City Bank	196,198.00
	Total Payments	**$236,368.00**

Robert P. Kennedy, Chairman

Kumar Menon, Member

Mike Avila, Member

January 29, 2014 *
Date

TO: Victoria Edwards - Board of Public Works

FROM: Darlene Backs – City Utilities Financial Services

DATE: January 16, 2014

RE: 2012 Sewer State Revolving Fund Loan A Disbursements

Please include the following **2012 Sewer SRF disbursements** with the City Utilities vendor payments.

City Utilities Engineering is requesting the Board of Public Works to approve the following payments in the amount of **$75,059.00.** These payments will be made with the 2012 Sewage Works State Revolving Fund Loan Program. These expenses are for the Treatment Capacity Improvements Design project and LTCP Program Management Assistance.

Draw 170	Black and Veatch Corp.	$ 4,198.00
Draw 171 & 172	CH2M Hill Engineers	28,413.00
Draw 173	D L Z	16,680.00
Draw 174	Donohue & Associates	4,515.00
Draw 175	Arcadis US Inc.	21,253.00
	Total Payments	**$ 75,089.00**

Robert P. Kennedy, Chairman

Kumar Menon, Member

Mike Avila

Mike Avila, Member

January 29, 2014

Date

IMPROVEMENT RESOLUTION NO. 12365

2014 – RESURFACING PACKAGE D
WORK ORDER NO.12365

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA.

That it is deemed necessary to improve: THE FOLLOWING STREETS IN COUNCIL DISTRICTS 4 & 5 BY MILLING AND RESURFACING ASPHALT PAVEMENT; INSTALL PAVEMENT MARKINGS, ADJUST CASTINGS AND VALVE BOXES TO GRADE.

4th DISTRICT

Avionics Drive (Emery to Airport Expressway)
Emery Drive (Yeager Ln to Avionics Dr.)
Vanguard Drive (west of Airport Drive)
McArthur Drive (Baer Rd. to R/R tracks east of Ideal Ave.)
Lower Huntington Rd. (Bluffton Rd. to +/-400 LF west of Corline)
Covington Road (Countryside Drive to meet new pavement just west of I-69 bridge)
Hadley Road (Covington Rd. to north at I-69 overpass)
Inverness Lakes Drive (+/-600 LF west of Hadley Rd.)
Homestead Road (Aboite Center Rd. to Covington Rd.)
Liberty Mills Road (Homestead Rd. to Townhouse Ct.)
Mexico Drive (#5333 south to cul-de-sac)
Crown Point (west & east of Mexico Dr. match existing)
Liberty Court (Liberty Mills to Cresthill and around corners on Westbreeze and Cresthill)
Spring Forest Drive (Marborough to Stromy Ridge Pl.)
Ridge Hill Place (Spring View Dr. to cul-de-sac)
West Cove Court (Bluestone Ct. to cul-de-sac)
Scott Road (Green Oak to +/- 400 LF South of White Cedar Rd.)
Green Oak Blvd. (Scott Rd. to Winding Creek Ln.)
Williamsburg Court (Live Oak Blvd. to cul-de-sac)
Williamsburg (Live Oak to Oak Mast Trl.)
Live Oak Court (Williamsburg to cul-de-sac)
Smith Road (City Limits @ R/R Tracks to Engle Rd.)

5th DISTRICT (West of River)

Mounds Pass (Engle to Ojibway Trl.)
Meda Pass (Engle to Ojibway Trl)
Wendigo Lane (Hiawatha to Wenonah Ln.)
Owaissa Way (Wawonaissa Trl. to Hiawatha)
Hiawatha Blvd. (Algonquin Pass to E. terminus)
Manito Blvd. (Owaissa Way to E. Terminus)
Fourth Street (Schilling Ave. to Franklin Ave.)
Third Street (Tyler Ave. to W. terminus at PA R/R)
Third Street (Tyler to Franklin Ave)
High Street (Runnion Ave. to Schilling Ave.)

High Street (Leora St. to Sherman Blvd.)
Richardson Street (Rumsey Ave. to Osage St.)
Main Street (Jefferson to Leesburg Rd.)
Main Street (Leesburg Rd. to Davis St.)

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 12th day of February, 2014.

BOARD OF PUBLIC WORKS

Robert Kennedy, Chairman

Mike Avila

Mike Avila, Member

Kumar Menon, Member

ATTEST: Victoria Edwards

Victoria Edwards, Clerk

ESTIMATE OF QUANTITIES

RES. NO.: 12365
W.O. NO.: 12365

proj: 2014 - RESURFACING PKG. D

Bid Estimate: $1,456,051.95
estimated o&i: $66,000.00
Total estimate: $1,522,051.95

Date: 2/6/2014

ITEM NO.	ITEM	PLAN QTY	UNIT	UNIT PRICE ($)	AMOUNT ($)
1	SURFACE MILLING, BITUMINOUS	146662	SY	$0.80	$117,329.60
2	HMA INTERMEDIATE, TYPE A, 9.5 mm	3441	TON	$43.00	$147,963.00
3	HMA INTERMEDIATE, TYPE B, 9.5 mm	1510	TON	$45.00	$67,950.00
4	HMA INTERMEDIATE, TYPE A, 12.5 mm	1348	TON	$41.00	$55,268.00
5	HMA INTERMEDIATE, TYPE B, 12.5 mm	6483	TON	$42.00	$272,286.00
6	HMA SURFACE, TYPE A, 9.5 mm	3956	TON	$52.00	$205,712.00
7	HMA SURFACE, TYPE B, 9.5 mm	4752	TON	$54.00	$256,608.00
8	BITUMINOUS MIXTURE FOR APPROACHES, SIDE STREETS	325	TON	$100.00	$32,500.00
9	BITUMINOUS MATERIAL FOR WEDGE AND LEVEL	616	TON	$60.00	$36,960.00
10	BITUMINOUS MATERIAL FOR PATCHING (UNDISTRIBUTED QUANTITY) (EXCAVATION OF MATERIAL INCLUDED IN COST OF ITEM)	328	TON	$100.00	$32,800.00
11	BITUMINOUS MATERIAL FOR TACK COAT	78	TON	$50.00	$3,900.00
12	WATER VALVE, ADJUST TO GRADE (UNDISTRIBUTED QUANTITY)	20	EA	$75.00	$1,500.00
13	WATER VALVE, FURNISH AND ADJUST TO GRADE (UNDISTRIBUTED QUANTITY)	15	EA	$150.00	$2,250.00
14	24" SANITARY MANHOLE CASTING	6	EA	$500.00	$3,000.00
15	CASTINGS (ADJUST TO GRADE) (UNDISTRIBUTED QUANTITY)	15	EA	$250.00	$3,750.00
16	TEMPORARY PAVEMENT MARKING REMOVABLE, 24" STOP BAR	371	LF	$4.00	$1,484.00
17	PAVEMENT MARKINGS, WHITE, THERMOPLASTIC, 24" STOP BAR	371	LF	$6.00	$2,226.00
18	TRANSVERSE MARKINGS, PAINT, WHITE CROSS WALK LINE, 6"	625	LF	$0.50	$312.50
19	PAVEMENT MARKINGS, WHITE, THERMOPLASTIC, 24" CROSSWALK (PIANO KEYS)	2118	LF	$6.00	$12,708.00
20	PAVEMENT MARKINGS, SOLID YELLOW, CENTERLINE, PAINT, 4"	31721	LF	$0.35	$11,102.35
21	PAVEMENT MARKINGS, BROKEN YELLOW, CENTERLINE, PAINT, 4"	2970	LF	$0.35	$1,039.50
22	PAVEMENT MARKINGS, SOLID WHITE, LANE LINE, PAINT, 4"	6647	LF	$0.35	$2,326.45
23	PAVEMENT MARKINGS, BROKEN WHITE, LANE LINE, PAINT, 4"	600	LF	$0.35	$210.00
24	PAVEMENT MARKINGS, WHITE, EDGE LINE, PAINT, 4"	28643	LF	$0.35	$10,025.05
25	PAVEMENT MARKINGS, YELLOW, THERMOPLASTIC, 8"	5852	LF	$1.80	$10,533.60
26	TRANSVERSE MARKINGS, THERMOPLASTIC, YELLOW CROSS HATCH, 12"	1395	LF	$5.00	$6,975.00
27	PAVEMENT MARKINGS, WHITE, THERMOPLASTIC, 8"	330	LF	$1.80	$594.00
28	TRANSVERSE MARKINGS, THERMOPLASTIC, WHITE CROSS HATCH, 12"	70	LF	$5.00	$350.00
29	TEMPORARY PAVEMENT MARKING REMOVABLE, YELLOW, SOLID, 4"	2570	LF	$1.25	$3,212.50
30	TEMPORARY PAVEMENT MARKING REMOVABLE, WHITE, SOLID, 4"	760	LF	$1.25	$950.00

31	PAVEMENT MESSAGE MARKING, WHITE, THERMOPLASTIC, GRADE CROSSING (RXR)	4	EA	$100.00	$400.00
32	PAVEMENT MESSAGE MARKING, WHITE, THERMOPLASTIC (LEFT ARROW)	41	EA	$80.00	$3,280.00
33	PAVEMENT MESSAGE MARKING, WHITE, THERMOPLASTIC (RIGHT ARROW)	20	EA	$80.00	$1,600.00
34	PAVEMENT MESSAGE MARKING, WHITE, THERMOPLASTIC (COMBINATION) THRU/RIGHT ARROWS	2	EA	$100.00	$200.00
35	PAVEMENT MESSAGE MARKING, WHITE, THERMOPLASTIC (WORD) ONLY	11	EA	$100.00	$1,100.00
36	1c/14 LOOP CABLE	4428	LF	$0.80	$3,542.40
37	SAW SLOT AND SEALER	1342	LF	$12.00	$16,104.00
38	REINSTALL WIRELESS VEHICLE SENSOR NODE	10	EA	$800.00	$8,000.00
39	REINSTALL DETECTOR HOUSING	3	EA	$1,000.00	$3,000.00
40	MAINTENANCE OF TRAFFIC	1	LS	$50,000.00	$50,000.00
41	MOBILIZATION AND DEMOBILIZATION	1	LS	$55,000.00	$55,000.00
42	WORK ALLOWANCE	1	LS	$10,000.00	$10,000.00

BID

CONTRACTOR:

proj: 2014 - RESURFACING PKG. D

RES. NO.: 12365
W.O. NO.: 12365

TOTAL BID AMT: _____

Note: Contractor will be paid on measured quantities only at unit price bid. Any form of correction within the area of unit prices, extensions, or total on this bid must be initialed by the bidder and will be noted at the time of opening.

required completion date: 10/1/2014

Bid Date: 3/5/2014

Contractors Signature _____

ITEM NO.	ITEM	PLAN QUANTITY	UNIT	UNIT PRICE ($)	AMOUNT ($)
1	SURFACE MILLING, BITUMINOUS	146662	SY		
2	HMA INTERMEDIATE, TYPE A, 9.5 mm	3441	TON		
3	HMA INTERMEDIATE, TYPE B, 9.5 mm	1510	TON		
4	HMA INTERMEDIATE, TYPE A, 12.5 mm	1348	TON		
5	HMA INTERMEDIATE, TYPE B, 12.5 mm	6483	TON		
6	HMA SURFACE, TYPE A, 9.5 mm	3956	TON		
7	HMA SURFACE, TYPE B, 9.5 mm	4752	TON		
8	BITUMINOUS MIXTURE FOR APPROACHES, SIDE STREETS	325	TON		
9	BITUMINOUS MATERIAL FOR WEDGE AND LEVEL	616	TON		
10	BITUMINOUS MATERIAL FOR PATCHING (UNDISTRIBUTED QUANTITY) (EXCAVATION OF MATERIAL INCLUDED IN COST OF	328	TON		
11	BITUMINOUS MATERIAL FOR TACK COAT	78	TON		
12	WATER VALVE, ADJUST TO GRADE (UNDISTRIBUTED QUANTITY)	20	EA		
13	WATER VALVE, FURNISH AND ADJUST TO GRADE (UNDISTRIBUTED QUANTITY)	15	EA		
14	24" SANITARY MANHOLE CASTING	6	EA		
15	CASTINGS (ADJUST TO GRADE) (UNDISTRIBUTED QUANTITY)	15	EA		
16	TEMPORARY PAVEMENT MARKING REMOVABLE, 24" STOP BAR	371	LF		
17	PAVEMENT MARKINGS, WHITE, THERMOPLASTIC, 24" STOP BAR	371	LF		
18	TRANSVERSE MARKINGS, PAINT, WHITE CROSS WALK LINE, 6"	625	LF		
19	PAVEMENT MARKINGS, WHITE, THERMOPLASTIC, 24" CROSSWALK (PIANO KEYS)	2118	LF		
20	PAVEMENT MARKINGS, SOLID YELLOW, CENTERLINE, PAINT, 4"	31721	LF		
21	PAVEMENT MARKINGS, BROKEN YELLOW, CENTERLINE, PAINT, 4"	2970	LF		
22	PAVEMENT MARKINGS, SOLID WHITE, LANE LINE, PAINT, 4"	6647	LF		
23	PAVEMENT MARKINGS, BROKEN WHITE, LANE LINE, PAINT, 4"	600	LF		
24	PAVEMENT MARKINGS, WHITE, EDGE LINE, PAINT, 4"	28643	LF		
25	PAVEMENT MARKINGS, YELLOW, THERMOPLASTIC, 8"	5852	LF		

26	TRANSVERSE MARKINGS, THERMOPLASTIC, YELLOW CROSS HATCH, 12"	1395	LF		
27	PAVEMENT MARKINGS, WHITE, THERMOPLASTIC, 8"	330	LF		
28	TRANSVERSE MARKINGS, THERMOPLASTIC, WHITE CROSS HATCH, 12"	70	LF		
29	TEMPORARY PAVEMENT MARKING REMOVABLE, YELLOW, SOLID, 4"	2570	LF		
30	TEMPORARY PAVEMENT MARKING REMOVABLE, WHITE, SOLID, 4"	760	LF		
31	PAVEMENT MESSAGE MARKING, WHITE, THERMOPLASTIC, GRADE CROSSING (RXR)	4	EA		
32	PAVEMENT MESSAGE MARKING, WHITE, THERMOPLASTIC (LEFT ARROW)	41	EA		
33	PAVEMENT MESSAGE MARKING, WHITE, THERMOPLASTIC (RIGHT ARROW)	20	EA		
34	PAVEMENT MESSAGE MARKING, WHITE, THERMOPLASTIC (COMBINATION) THRU/RIGHT ARROWS	2	EA		
35	PAVEMENT MESSAGE MARKING, WHITE, THERMOPLASTIC (WORD) ONLY	11	EA		
35	1c/14 LOOP CABLE	4428	LF		
34	SAW SLOT AND SEALER	1342	LF		
38	REINSTALL WIRELESS VEHICLE SENSOR NODE	10	EA		
39	REINSTALL DETECTOR HOUSING	3	EA		
40	MAINTENANCE OF TRAFFIC	1	LS		
41	MOBILIZATION AND DEMOBILIZATION	1	LS		
42	WORK ALLOWANCE	1	LS	$10,000.00	

IMPROVEMENT RESOLUTION NO.12366

2014 – RESURFACING PACKAGE A
WORK ORDER NO.12366

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA.

That it is deemed necessary to improve: STREET RESURFACING IN COUNCIL DISTRICTS 2 & 3. BY MILLING AND RESURFACING 1-2 INCHES OF PAVEMENT, FURNISH AND ADJUSTING CASTINGS, AND PAVEMENT MARKINGS.

2ND DISTRICT

CHARLOTTE AVENUE – NORTH SIDE DR. TO PLEASANT AVE.
CHARLOTTE AVENUE – PARNELL AVE. TO KENTUCKY AVE.
CHARLOTTE AVENUE – LEROY AVE. TO CAREW ST.
LYNN AVENUE – ROLSTON ST. TO BEACON ST.
SANTA ROSA DRIVE – CLARA DR. TO CHARLOTTE AVE.
SANTA ROSA DRIVE - CURDES AVE. TO KENWOOD AVE.
SANTA ROSA DRIVE – GLENWOOD AVE. TO VANCE AVE.
DODGE AVENUE – EAST DR. TO ANTHONY BLVD.
GLENWOOD AVENUE – ANTHONY BLVD. TO LEROY AVE.
KENWOOD AVENUE – ANTHONY BLVD. TO CAREW ST.
KENWOOD AVENUE – HOBSON RD. TO WHITE OAK
CLARA AVENUE – KENTUCKY AVE. TO CRESCENT AVE.
CLARA AVENUE – ROLSTON ST. TO BEACON ST.
CURDES AVENUE – ROLSTON ST. TO BEACON ST.
CURDES AVENUE – DEAD END (W) TO SANTA ROSA DR.
CURDES AVENUE – SANTA ROSA DR. TO DEAD END (E)
ST. JOSEPH BOULEVARD – TENNESSEE AVE. TO STATE BLVD.
FOREST PARK BOULEVARD – STATE BLVD. TO DODGE AVE.
DELAWARE AVENUE – FOREST PARK BLVD. TO KENSINGTON BLVD.
KENSINGTON BOULEVARD – VERMONT AVE. TO DELAWARE AVE.
CALIFORNIA AVENUE – FOREST AVE. TO STATE BLVD.
FOREST AVENUE – HILLSIDE AVE. TO ALABAMA AVE.
FOREST AVENUE – FOREST PARK BLVD. TO RANDALIA DR.
LEROY AVENUE – LYNN AVE. TO DODGE AVE.
WOODWARD AVENUE – STATE BLVD. TO LAWNDALE DR.
ALABAMA AVENUE – NEVADA AVE. TO FOREST AVE.

3RD DISTRICT

GREENLAWN AVENUE – ST. MARYS AVE. TO OAKLAND ST.
FLORENCE AVENUE – ST. MARYS AVE. TO ANDREW ST.
FLORENCE AVENUE – CORTLAND AVE. TO WELLS ST.
HENSCH STREET – STATE BLVD. (INCLUDE INTERSECTION) TO LILLIAN AVE.
IRENE AVENUE – HENSCH ST. TO CORTLAND AVE.
CLAYTON AVENUE – HENSCH ST. TO CORTLAND AVE.
FRANKLIN AVENUE – SPRING ST. TO HUFFMAN ST.
TYLER AVENUE – SPRING ST. TO STATE BLVD.
NORTH HIGHLANDS BLVD. – 150' S. OF ROSEMONT DR. TO STATE BLVD.
NORTH HIGHLANDS BLVD. - CLOVER LN. TO HUFFMAN BLVD.
NORTH HIGHLANDS BLVD. – SPRING ST. TO EMERSON AVE.
POINSETTE DRIVE – HUFFMAN BLVD. TO ARCHER AVE.

POINSETTE DRIVE – ROSEMONT DR. TO STATE BLVD.
ARCHER AVENUE – POINSETTE DR. TO JESSIE AVE.
HUFFMAN BOULEVARD – FAIRHILL RD. TO POINSETTE DR.
LIMA LANE – NORTH LIMA LN. TO LIMA RD.
KLUG DRIVE – NO CROSS ST. TO LIMA RD.
NEWBERRY DRIVE – STAND RIDGE RUN TO WALLEN RD.
CROWDER COURT – CUL-DE –SAC TO CUL-DE-SAC
CONWAY COURT – CROWDER CT. TO CUL-DE-SAC
STAND RIDGE RUN – CUL-DE-SAC TO DEAD END
MEDICINE BOW RUN – VALDOSTA DR. TO CUL-DE-SAC
FORK PASS – MEDICINE BOW RUN TO STAND RIDGE RUN
BIG HORN PLACE – MEDICINE BOW CUL-DE-SAC
SHARON DRIVE – WASHINGTON CTR. TO LUDWIG RD.
WESTBROOK DRIVE – STATE BVD. TO NO CROSS ST.
WESTBROOK DRIVE – EDGEHILL DR. TO STATE BLVD.
WESTBROOK DRIVE – GROVE ST. TO YOUNG DR.
EASTBROOK DRIVE – STATE BLVD. TO OAKRIDGE DR.
EASTBROOK DRIVE – BROOK DR. TO GROVE ST.
GROVE STREET – DEAD END TO WESTBROOK DR.
GROVE STREET – SPY RUN CRK. TO EASTBROOK DR.

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 12th day of February, 2014.

BOARD OF PUBLIC WORKS

Robert Kennedy, Chairman

Mike Avila, Member

Kumar Menon, Member

ATTEST: Victoria Edwards
Victoria Edwards, Clerk

BID

CONTRACTOR:

proj: 2014 - RESURFACING PKG. A

RES. NO.: 12366
W.O. NO.: 12366

TOTAL BID AMT:

Note: Contractor will be paid on measured quantities only at unit price bid. Any form of correction within the area of unit prices, extensions, or total on this bid must be initialed by the bidder and will be noted at the time of opening.

required completion date: October 1, 2014

Bid Date: 3/5/2014

Contractors Signature

ITEM NO.	ITEM	PLAN QUANTITY	UNIT	UNIT PRICE ($)	AMOUNT ($)
1	SURFACE MILLING, BITUMINOUS	147800	SY		
2	HMA INTERMEDIATE, TYPE A, 9.5 mm	2100	TON		
3	HMA INTERMEDIATE, TYPE B, 9.5 mm	1300	TON		
4	HMA SURFACE, TYPE A, 9.5 mm	8800	TON		
5	HMA SURFACE, TYPE B, 9.5 mm	1200	TON		
6	HMA SURFACE, TYPE A, 9.5 mm FOR APPROACHES	120	TON		
7	HMA PATCHING, TYPE A, 25 mm (UNDISTRIBUTED QUANTITY) (EXCAVATION OF MATERIAL INCLUDED IN COST OF ITEM)	100	TON		
8	BITUMINOUS MATERIAL FOR TACK COAT	60	TON		
9	WATER VALVE (ADJUST TO GRADE)(UNDISRIBUTED QUANTITY)	25	EA		
10	WATER VALVE (FURNISH AND ADJUST TO GRADE) (UNDISTRIBUTED QUANTITY)	25	EA		
11	24" SOLID SANITARY MANHOLE CASTING FRAME AND LID (E.JORDAN 1022Z1 W/1020AHDGS "SANITARY SEWER" LETTERED OR NEENAH R-1772	30	EA		
12	CASTINGS (ADJUST TO GRADE) (UNDISTRIBUTED QUANTITY)	15	EA		
13	TEMPORARY PAVEMENT MARKING REMOVABLE, 24" STOP BAR	275	LF		
14	PAVEMENT MARKINGS, WHITE, THERMOPLASTIC, 24" STOP BAR	275	LF		
15	PAVEMENT MARKINGS, WHITE, THERMOPLASTIC, 24" CROSSWALK (PIANO KEYS)	1400	LF		
16	TRANSVERSE MARKINGS, PAINT, WHITE CROSS WALK LINE, 6"	1400	LF		
17	TEMPORARY PAVEMENT MARKING REMOVABLE, YELLOW, SOLID, 4"	500	LF		
18	PAVEMENT MARKINGS. SOLID YELLOW, CENTERLINE, PAINT, 4"	3500	LF		
19	PAVEMENT MARKINGS, SOLID WHITE, CENTERLINE, PAINT, 4"	100	LF		
20	MAINTENANCE OF TRAFFIC	1	LS		
21	MOBILIZATION AND DEMOBILIZATION	1	LS		
22	WORK ALLOWANCE	1	LS		

ESTIMATE OF QUANTITIES

RES. NO.: 12366
W.O. NO.: 12366

proj: 2014 - RESURFACING PKG. A

Bid Estimate:	$950,880.00
estimated e&I:	$47,544.00
Total estimate:	$998,424.00

Date:

ITEM NO.	ITEM	PLAN QTY	UNIT	UNIT PRICE ($)	AMOUNT ($)
1	SURFACE MILLING, BITUMINOUS	147800	SY	$0.80	$118,240.00
2	HMA INTERMEDIATE, TYPE A, 9.5 mm	2100	TON	$43.00	$90,300.00
3	HMA INTERMEDIATE, TYPE B, 9.5 mm	1300	TON	$45.00	$58,500.00
4	HMA SURFACE, TYPE A, 9.5 mm	8800	TON	$52.00	$457,600.00
5	HMA SURFACE, TYPE B, 9.5 mm	1200	TON	$54.00	$64,800.00
6	HMA SURFACE, TYPE A, 9.5 mm FOR APPROACHES	120	TON	$110.00	$13,200.00
7	HMA PATCHING, TYPE A, 25 mm (UNDISTRIBUTED QUANTITY) (EXCAVATION OF MATERIAL INCLUDED IN COST OF ITEM)	100	TON	$100.00	$10,000.00
8	BITUMINOUS MATERIAL FOR TACK COAT	60	TON	$50.00	$3,000.00
9	WATER VALVE (ADJUST TO GRADE)(UNDISRIBUTED QUANTITY)	25	EA	$125.00	$3,125.00
10	WATER VALVE (FURNISH AND ADJUST TO GRADE) (UNDISTRIBUTED QUANTITY)	25	EA	$250.00	$6,250.00
11	24" SOLID SANITARY MANHOLE CASTING FRAME AND LID (E.JORDAN 1022Z1 W/1020AHDGS "SANITARY SEWER" LETTERED OR NEENAH R-1772 W/"SANITARY" LETTERED)(UNDISTRIBUTED QUANTITY)	30	EA	$600.00	$18,000.00
12	CASTINGS (ADJUST TO GRADE) (UNDISTRIBUTED QUANTITY)	15	EA	$400.00	$6,000.00
13	TEMPORARY PAVEMENT MARKING REMOVABLE, 24" STOP BAR	275	LF	$4.00	$1,100.00
14	PAVEMENT MARKINGS, WHITE, THERMOPLASTIC, 24" STOP BAR	275	LF	$8.00	$2,200.00
15	PAVEMENT MARKINGS, WHITE, THERMOPLASTIC, 24" CROSSWALK (PIANO KEYS)	1400	LF	$8.00	$11,200.00
16	TRANSVERSE MARKINGS, PAINT, WHITE CROSS WALK LINE, 6"	1400	LF	$0.35	$490.00
17	TEMPORARY PAVEMENT MARKING REMOVABLE, YELLOW, SOLID, 4"	500	LF	$0.80	$400.00
18	PAVEMENT MARKINGS, SOLID YELLOW, CENTERLINE, PAINT, 4"	3500	LF	$0.35	$1,225.00
19	PAVEMENT MARKINGS, SOLID WHITE, CENTERLINE, PAINT, 4"	100	LF	$2.50	$250.00
20	MAINTENANCE OF TRAFFIC	1	LS	$35,000.00	$35,000.00
21	MOBILIZATION AND DEMOBILIZATION	1	LS	$45,000.00	$45,000.00
22	WORK ALLOWANCE	1	LS	$5,000.00	$5,000.00

IMPROVEMENT RESOLUTION NO. 51089

MERLE J. ABBETT SCHOOL LIGHTING IMPROVEMENTS
WORK ORDER NO. 51089

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA.

That it is deemed necessary to improve: STREET LIGHTING ON SMITH STREET AND SENATE AVENUE ALONG THE ABBETT ELEMNTARY SCHOOL PROPERTY

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 12th day of February, 2014.

BOARD OF PUBLIC WORKS

Robert Kennedy, Chairman

Mike Avila, Member

Kumar Menon, Member

ATTEST: Victoria Edwards
Victoria Edwards, Clerk

BID

CONTRACTOR:

proj: MERLE J ABBETT SCHOOL LIGHTING IMPROVEMENTS

RES. NO.: 51089
W.O. NO.: 51089

TOTAL BID AMT: _____

Note: Contractor will be paid on measured quantities only at unit price bid. Any form of correction within the area of unit prices, extensions, or total on this bid must be initialed by the bidder and will be noted at the time of opening.

required completion date: 5/31/2014

Bid Date:

Contractors Signature

ITEM NO.	ITEM	PLAN QUANTITY	UNIT	UNIT PRICE ($)	AMOUNT ($)
1	3C/6 THWN IN TRAY CABLE IN BORE TUBE	1050	LFT		
2	3C/6 IN POLES	125	LFT		
3	72W AMERICAN ELECTRIC LED LUMINAIRE, 16' D.B.F.G. POLE, AND #12 WIRE	13	EACH		
4	EXISTING RISER, REMOVE	1	EACH		
5	30 AMP TWO POLE RELAY-RISER ASSEMBLY, IN PLACE	1	EACH		
6	EXISTING BASE, REMOVE	8	EACH		
7	EXISTING CAST IRON POLE AND LIGHT ASSEMBLY, REMOVE	4	EACH		
8	4C/6 THWN IN TRAY CABLE IN BORE TUBE	75	LFT		
9	ALUMINUM EMBEDDED POLE, MAST ARM, LUMINAIRE, REMOVE	2	EACH		
10	T/C POLE AND LUMINAIRE ASSEMBLY, REMOVE	1	EACH		
11	SPAN, REMOVE	1	EACH		
12	EXISTING FTW STD FIBERGLASS POLE AND LUMINAIRE ASSEMBLY, REMOVE	4	EACH		
13	SERVICE UNIT, LUMINAIRE	2	EACH		

ESTIMATE OF QUANTITIES

RES. NO.: 51089
W.O. NO.: 51089

proj: MERLE J ABBETT SCHOOL LIGHTING IMPROVEMENTS

Bid Estimate: $34,525.00
estimated e&i:
Total estimate: $34,525.00

Date: **1/17/2014**

ITEM NO.	ITEM	PLAN QTY	UNIT	UNIT PRICE ($)	AMOUNT ($)
1	3C/6 THWN IN TRAY CABLE IN BORE TUBE	1050	LFT	$10.00	$10,500.00
2	3C/6 IN POLES	125	LFT	$4.00	$500.00
3	72W AMERICAN ELECTRIC LED LUMINAIRE, 16' D.B.F.G. POLE, AND #12 WIRE	13	EACH	$1,000.00	$13,000.00
4	EXISTING RISER, REMOVE	1	EACH	$100.00	$100.00
5	30 AMP TWO POLE RELAY-RISER ASSEMBLY, IN PLACE	1	EACH	$1,000.00	$1,000.00
6	EXISTING BASE, REMOVE	8	EACH	$500.00	$4,000.00
7	EXISTING CAST IRON POLE AND LIGHT ASSEMBLY, REMOVE	4	EACH	$350.00	$1,400.00
8	4C/6 THWN IN TRAY CABLE IN BORE TUBE	75	LFT	$11.00	$825.00
9	ALUMINUM EMBEDDED POLE, MAST ARM, LUMINAIRE, REMOVE	2	EACH	$350.00	$700.00
10	T/C POLE AND LUMINAIRE ASSEMBLY, REMOVE	1	EACH	$225.00	$225.00
11	SPAN, REMOVE	1	EACH	$75.00	$75.00
12	EXISTING FTW STD FIBERGLASS POLE AND LUMINAIRE ASSEMBLY, REMOVE	4	EACH	$300.00	$1,200.00
13	SERVICE UNIT, LUMINAIRE	2	EACH	$500.00	$1,000.00

Taylor-Hale Sewer Separation Phase I
Resolution # 75771

RESOLUTION BY THE BOARD OF PUBLIC WORKS of the City of Fort Wayne, Indiana that:

The Taylor-Hale Sewer Separation Phase I project contains approximately 4,210 linear feet of piping that will disconnect the existing Carver Court storm sewer from the combined sewer system and pick up storm water from Ontario Street, Ontario Circle and Hale Avenue. These separated storm water flows will be conveyed to the St. Mary's River via a new storm water outfall. Approximately 1,110 linear feet of water main replacement and a 1,900 square feet rain garden will also be included in this project.

Said improvements with all their appurtenances shall be constructed in accordance with the plans and specifications titled, **Taylor Hale Sewer Separation Phase I.**

Declares the cost of the said improvements shall be paid by the funds from the Fort Wayne Sewer Utility (Revenue).

Declares the project is necessary for the protection of public health and welfare of the in habitants of the area and the safeguarding of property within the area.

Declares that this project is of public utility benefit.

Declares Board of Public Works will acquire the property rights described in Attachment "A" (Property Acquisition Summary Sheet).

Declares the engineer's estimate of the project's total cost is 3,068,000.00.

APPROVED THIS 12th DAY OF February, 2014.

BOARD OF PUBLIC WORKS

BY: _____
Robert P. Kennedy, Chairman

BY: Mike Avila
Mike Avila, Member

BY: _____
Kumar Menon, Member

ATTEST: Victoria Edwards
Victoria Edwards, Clerk

Attachment A

PARCEL NO.	OWNER	PROPERTY ADDRESS	SHEET NUMBER	SOURCE OF TITLE DEED RECORD NUMBER	SEWER AND DRAINAGE EASEMENT	TEMPORARY CONSTRUCTION EASEMENT	REMARKS	EASEMENT DOCUMENT NUMBER
1	Diocese of Fort Wayne-South Bend, Inc.	1910 Hale Avenue Fort Wayne, IN 46802	17	Deed Book 272 Pages 374-375	Y	N		2013067622
2	Lincoln Investments LLC	1747 Hale Avenue Fort Wayne, IN 46802	19	Document Number 2013065230	Y	Y	Easement is currently being negotiated	
3	Helen F. Martin a.k.a Helen F. Martin-Carter	1741 Hale Avenue Fort Wayne, IN 46802	19	Document Number 206039931	Y	Y	Easement is currently being negotiated	
4								
5								
6								
7								
8								
9								
10								
11								
12								
13								
14								
15								
16								
17								
18								
19								
20								

NORTH AREA METER INSTALLATION

Wo 66274 and 75959

RESOLUTION BY THE BOARD OF PUBLIC WORKS of the City of Fort Wayne, Indiana that:

The North Area Meter Installation Project consists of approximately 4,500 water meters and radios that are to be installed and are primarily located in the northern part of the city. The area is served by old meters from Aqua Indiana. The meters measure in gallons and cannot be read by radio drive by. The intent of the project is to secure a contractor who will install new meters and radios.

Said improvements with all their appurtenances shall be executed in accordance with the plans and specifications titled, **North Area Meter Installation.**

Declares the cost of the said improvements shall be paid from a water bond and sewer bond.

Declares that this project is necessary for the protection of public health and welfare of the inhabitants of the area and the safeguarding of property in that area.

Declares that this project is of public utility benefit.

Declares the engineer's estimate of the project's cost is $257,500.

APPROVED THIS 12th DAY OF February, 2014.

BOARD OF PUBLIC WORKS

BY: _____
Robert Kennedy , Chair

BY: _____
Kumar Menon, Member

BY: _____
Mike Avila, Member

ATTEST: _____
Victoria Edwards, Clerk

Barr Street Storm Sewer Project
RESOLUTION NO. 75975

RESOLUTION BY THE BOARD OF PUBLIC WORKS of the City of Fort Wayne, Indiana that:

Orders the construction of approximately 400 L.F. of 12" – 36" Reinforced Concrete Pipe, all appurtenant structures associated with storm drainage improvements, and riprap reinforcing of CSO 029 structure in the area of Barr Street, Duck Street, and Headwaters Park.

Said improvements with all their appurtenances shall be constructed in accordance with the plans and specifications titled, **Barr Street Storm Sewer Project.**

Declares the cost of the said improvements shall be paid by the Fort Wayne Sewer Utility.

Declares the project is necessary for the protection of public health and welfare of the in habitants of the area and the safeguarding of property within the area.

Declares that this project is of public utility benefit.

States there are no purchases of any land with this project.

Declares the engineer's estimate of the project's total cost is $630,000.00.

APPROVED THIS 12th DAY OF February, 2014.

Board of Public Works

BY: _____
Robert P. Kennedy, Chair

BY: _____
Kumar Menon, Member

BY: Mike Avila
Mike Avila, Member

ATTEST: Victoria Edwards
Victoria Edwards, Clerk

IMPROVEMENT RESOLUTION NO. 12372

LAKE POINTE VILLAS CONCRETE STREET REPAIRS
WORK ORDER NO. 12372

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA.

That it is deemed necessary to improve: The Lake Pointe Villas area by removing and replacing deteriorating sections of the concrete streets. The streets included with this project are Bay Bridge Road, Bridge Pointe, Lake Pointe Cove and Lake Pointe Drive.

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 19th day of February, 2014.

BOARD OF PUBLIC WORKS

Robert Kennedy, Chairman

Mike Avila

Mike Avila, Member

Kumar Menon, Member

ATTEST: Victoria Edwards

Victoria Edwards, Clerk

BID
CONTRACTOR:

proj: Lake Pointe Villas Concrete Street Repairs

RES. NO.: 12353
W.O. NO.: 12353

TOTAL BID AMT: _____

required completion date: July 31, 2014

Note: Contractor will be paid on measured quantities only at unit price bid. Any form of correction within the area of unit prices, extensions, or total on this bid must be initialed by the bidder and will be noted at the time of opening.

Bid Date:

Contractors Signature

ITEM NO.	ITEM	PLAN QUANTITY	UNIT	UNIT PRICE ($)	AMOUNT ($)
1	Removal of Concrete Pavement - includes all curbing	7450	SY		
2	Removal of Concrete	170	SY		
3	Cement Concrete Pavement, Plain, 7 inches, Class A - Includes Type "I-A" Curb	7337	SY		
4	1" Expansion Joint	130	LF		
5	Type "O" Compacted Aggregate, No 53	1950	TON		
6	Adjust Casting to Grade	9	EA		
7	Water Valve Box - Installed (Undistributed)	1	EA		
8	Topsoil	325	TON		
9	Hydroseed with Hydrostik or Equivalent Polymer for Erosion Control	516	SY		
10	Common Excavation (Undistributed)	10	CY		
11	Stabilization Geotextile, TerraTex HD or approved equal (Undistributed)	300	SY		
12	Inlet Protection Device for Stormwater Erosion Control	9	EA		
13	Work Allowance	1	As Needed	$15,000.00	
14	Mobilization and Demobilization	1	LS		
15	Maintennance of Traffic	1	LS		
16	Type III Barricade	12	EA		
17	Type "A" Signs	4	EA		
18	Underdrain, 6" Perforated Plastic, Group "K" (Includes all Coarse Aggregate, No. 8)	4798	LF		
19	Concrete for Residential Drives (6")	20	SY		
20	Bed Coarse Material	30	TON		
21	Concrete Wingwalk and Curb Ramps (6")	50	SY		
22	Curb for Back of Walks	50	LF		
23	Concrete Sidewalk (4")	121	SY		
24	Clearing of Right of Way (includes careful removal of irrigation systems-association will reinstall)	1	LS		
25	Sign, W11-2 (30" x 30") - Arrow Sign	6	EA		
26	Sign, W16-7P (12" x 24") - Pedestrian Sign	6	EA		
27	Post, (12' - 3lb U-Channel Post)	60	LF		
28	Special 4' Concrete Curb and Gutter	220	LF		

ESTIMATE OF QUANTITIES

proj: Lake Pointe Villas Concrete Street Repairs

RES. NO.: 12353
W.O. NO.: 12353

Bid Estimate: $337,810.50
estimated e&i: $84,452.63
Total estimate: $422,263.13

Date: 11/18/2013

ITEM NO.	ITEM	PLAN QTY	UNIT	UNIT PRICE ($)	AMOUNT ($)
1	Removal of Concrete Pavement - includes all curbing	7450	SY	$6.00	$44,700.00
2	Removal of Concrete	170	SY	$6.00	$1,020.00
3	Cement Concrete Pavement, Plain, 7 inches, Class A - Includes Type "I-A" Curb	7337	SY	$24.50	$179,756.50
4	1" Expansion Joint	130	LF	$2.00	$260.00
5	Type "O" Compacted Aggregate, No 53	1950	TON	$15.00	$29,250.00
6	Adjust Casting to Grade	9	EA	$175.00	$1,575.00
7	Water Valve Box - Installed (Undistributed)	1	EA	$50.00	$50.00
8	Topsoil	325	TON	$15.00	$4,875.00
9	Hydroseed with Hydrostik or Equivalent Polymer for Erosion Control	516	SY	$2.50	$1,290.00
10	Common Excavation (Undistributed)	10	CY	$25.00	$250.00
11	Stabilization Geotextile, TerraTex HD or approved equal (Undistributed)	300	SY	$8.00	$2,400.00
12	Inlet Protection Device for Stormwater Erosion Control	9	EA	$65.00	$585.00
13	Work Allowance	1	As Needed	$15,000.00	$15,000.00
14	Mobiliization and Demobilization	1	LS	$3,800.00	$3,800.00
15	Maintennance of Traffic	1	LS	$3,200.00	$3,200.00
16	Type III Barricade	12	EA	$100.00	$1,200.00
17	Type "A" Signs	4	EA	$70.00	$280.00
18	Underdrain, 6" Perforated Plastic, Group "K" (Includes all Coarse Aggregate, No. 8)	4798	LF	$7.00	$33,586.00
19	Concrete for Residential Drives (6")	20	SY	$27.00	$540.00
20	Bed Coarse Material	30	TON	$15.00	$450.00
21	Concrete Wingwalk and Curb Ramps (6")	50	SY	$40.00	$2,000.00
22	Curb for Back of Walks	50	LF	$8.00	$400.00
23	Concrete Sidewalk (4")	121	SY	$23.00	$2,783.00
24	Clearing of Right of Way (includes careful removal of irrigation systems-association will reinstall)	1	LS	$1,500.00	$1,500.00
25	Sign, W11-2 (30" x 30") - Arrow Sign	6	EA	$50.00	$300.00
26	Sign, W16-7P (12" x 24") - Pedestrian Sign	6	EA	$50.00	$300.00
27	Post, (12' - 3lb U-Channel Post)	60	LF	$5.00	$300.00
28	Special 4' Concrete Curb and Gutter	220	LF	$28.00	$6,160.00

IMPROVEMENT RESOLUTION NO. 12415

FLOOD CONTROL – SPY RUN CREEK
WORK ORDER NO. 12415

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA.

That it is deemed necessary to improve: That it is deemed necessary to improve the Lake Pointe Villas area by removing and replacing deteriorating sections of the concrete streets. The streets included with this project are Bay Bridge Road, Bridge Pointe, Lake Pointe Cove and Lake Pointe Drive.

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 19th day of February, 2014.

BOARD OF PUBLIC WORKS

Robert Kennedy, Chairman

Mike Avila, Member

Kumar Menon, Member

ATTEST: Victoria Edwards
Victoria Edwards, Clerk

BID

CONTRACTOR:

proj: Flood Control Project - Spy Run Creek

RES. NO.: 12415
W.O. NO.: 12415

TOTAL BID AMT: _____

Note: Contractor will be paid on measured quantities only at unit price bid. Any form of correction within the area of unit prices, extensions, or total on this bid must be initialed by the bidder and will be noted at the time of opening.

required completion date: 4/30/2014

Bid Date:

Contractors Signature

ITEM NO.	ITEM	PLAN QUANTITY	UNIT	UNIT PRICE ($)	AMOUNT ($)
1	Tree Removal to root collar (0-6" Diameter)	1	EA		
2	Tree Removal to root collar (7"-12" Diameter)	1	EA		
3	Tree Removal to root collar (13"-24" Diameter)	1	EA		
4	Tree Removal to root collar (25"-36" Diameter)	1	EA		
5	Tree Removal to root collar (37"-48" Diameter)	1	EA		
6	Tree Removal to root collar (Over 48" Diameter)	1	EA		
7	Fallen Tree Removal (0-6" Diameter)	1	EA		
8	Fallen Tree Removal (7"-12" Diameter)	1	EA		
9	Fallen Tree Removal (13"-24" Diameter)	1	EA		
10	Fallen Tree Removal (25"-36" Diameter)	1	EA		
11	Fallen Tree Removal (37"-48" Diameter) (Undistributed)	1	EA		
12	Fallen Tree Removal (Over 48" Diameter) (Undistributed)	1	EA		
13	Cut and Remove Tree Stump to root collar (0-6" Diameter) (Undistributed)	1	EA		
14	Cut and Remove Tree Stump to root collar (7"-12" Diameter)	1	EA		
15	Cut and Remove Tree Stump to root collar (13"-24" Diameter)	1	EA		
16	Cut and Remove Tree Stump to root collar (25"-36" Diameter)	1	EA		
17	Cut and Remove Tree Stump to root collar (37"-48" Diameter)	1	EA		
18	Cut and Remove Tree Stump to root collar (Over 48" Diameter) (Undistributed)	1	EA		
19	Construction Allowance	1	AS NEEDED	$3,000.00	
20	Waterway and Embankment Debris Removal-See Specifications for Details	1	CY		
21	Mobilization and Demobilization	1	LS		
22	Maintanence of Traffic	1	LS		

ESTIMATE OF QUANTITIES

RES. NO.: 12415
W.O. NO.: 12415

proj: Flood Control Project - Spy Run Creek

Bid Estimate: $25,420.00
estimated e&i: $6,355.00
Total estimate: $31,775.00

Date: 12/3/2013

ITEM NO.	ITEM	PLAN QTY	UNIT	UNIT PRICE ($)	AMOUNT ($)
1	Tree Removal to root collar (0-6" Diameter)	1	EA	$200.00	$200.00
2	Tree Removal to root collar (7"-12" Diameter)	1	EA	$350.00	$350.00
3	Tree Removal to root collar (13"-24" Diameter)	1	EA	$550.00	$550.00
4	Tree Removal to root collar (25"-36" Diameter)	1	EA	$1,000.00	$1,000.00
5	Tree Removal to root collar (37"-48" Diameter)	1	EA	$1,500.00	$1,500.00
6	Tree Removal to root collar (Over 48" Diameter)	1	EA	$1,850.00	$1,850.00
7	Fallen Tree Removal (0-6" Diameter)	1	EA	$150.00	$150.00
8	Fallen Tree Removal (7"-12" Diameter)	1	EA	$220.00	$220.00
9	Fallen Tree Removal (13"-24" Diameter)	1	EA	$400.00	$400.00
10	Fallen Tree Removal (25"-36" Diameter)	1	EA	$800.00	$800.00
11	Fallen Tree Removal (37"-48" Diameter) (Undistributed)	1	EA	$1,600.00	$1,600.00
12	Fallen Tree Removal (Over 48" Diameter) (Undistributed)	1	EA	$1,800.00	$1,800.00
13	Cut and Remove Tree Stump to root collar (0-6" Diameter) (Undistributed)	1	EA	$100.00	$100.00
14	Cut and Remove Tree Stump to root collar (7"-12" Diameter)	1	EA	$200.00	$200.00
15	Cut and Remove Tree Stump to root collar (13"-24" Diameter)	1	EA	$400.00	$400.00
16	Cut and Remove Tree Stump to root collar (25"-36" Diameter)	1	EA	$550.00	$550.00
17	Cut and Remove Tree Stump to root collar (37"-48" Diameter)	1	EA	$700.00	$700.00
18	Cut and Remove Tree Stump to root collar (Over 48" Diameter) (Undistributed)	1	EA	$900.00	$900.00
19	Construction Allowance	1	AS NEEDED	$3,000.00	$3,000.00
20	Waterway and Embankment Debris Removal-See Specifications for Details	1	CY	$150.00	$150.00
21	Mobilization and Demobilization	1	LS	$5,500.00	$5,500.00
22	Maintanence of Traffic	1	LS	$3,500.00	$3,500.00

IMPROVEMENT RESOLUTION NO. 12421

STATE BLVD. SIDEWALK REPAIRS
WORK ORDER NO. 12421

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA.

That it is deemed necessary to improve: State Blvd. from Florida Drive to Forest Park Blvd by spot replacing walks, curb ramp, top soil and restoration.

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 19th day of February, 2014.

BOARD OF PUBLIC WORKS

Robert Kennedy, Chairman

Mike Avila, Member

Kumar Menon, Member

ATTEST: Victoria Edwards
Vicoria Edwards, Clerk

BID

CONTRACTOR:

proj: State Blvd Sidewalk Repairs

RES. NO.: 12421
W.O. NO.: 12421

TOTAL BID AMT: _____

Note: Contractor will be paid on measured quantities only at unit price bid. Any form of correction within the area of unit prices, extensions, or total on this bid must be initialed by the bidder and will be noted at the time of opening.

required completion date: 7/31/2014

_____
Contractors Signature

ITEM NO.	ITEM	PLAN QUANTITY	UNIT	UNIT COST ($)	AMOUNT ($)
1	Removal of Concrete	517	SY		
2	Concrete Sidewalk 4"	484	SY		
3	Concrete Pavement For Residential Drive 6"	27	SY		
4	Removal of Curb	30	LF		
5	Type III Curb	30	LF		
6	Bedcourse Material	75	TON		
7	Topsoil	25	TON		
8	Hydrostick with Polymer for Erosion Control	290	SY		
9	Maintence of Traffic	1	LS		
10	Mobilization and Demobilization	1	LS		
11	Work Allowance	1	LS	$750.00	
12	Arrow Board	4	DAYS		
13	Construction Sign, Type "A"	6	EA		
14	Concrete Wingwalk & Curb Ramps	21	SY		
15	ADA Solutions, Armor-Tile or Approved Equal Replaceable 2' x5' Composit Wetset Tactile Warning Surface Units (color brick red)	1	EA		
16	ADA Solutions, Armor-Tile or Approved Equal Surface Mount 2' x 4' Composit Tactile Warning Surface Units (color brick red)	7	EA		
17	Inlet Protection Devises For Storm & Erosion Control	3	EA		
18	Line, Paint, Solid White 4", (Cross walk)	70	LF		

ESTIMATE OF QUANTITIES

RES. NO.: 12421
W.O. NO.: 12421

proj: State Blvd Sidewalk Repairs

Bid Estimate: $34,387.00
estimated e&i: $8,596.75
Total estimate: $42,983.75

Date: 12/16/2013

ITEM NO.	ITEM	PLAN QTY	UNIT	UNIT COST ($)	AMOUNT ($)
1	Removal of Concrete	517	SY	$12.00	$6,204.00
2	Concrete Sidewalk 4"	484	SY	$32.00	$15,488.00
3	Concrete Pavement For Residential Drive 6"	27	SY	$35.00	$945.00
4	Removal of Curb	30	LF	$10.00	$300.00
5	Type III Curb	30	LF	$22.00	$660.00
6	Bedcourse Material	75	TON	$20.00	$1,500.00
7	Topsoil	25	TON	$20.00	$500.00
8	Hydrostick with Polymer for Erosion Control	290	SY	$3.00	$870.00
9	Maintence of Traffic	1	LS	$1,500.00	$1,500.00
10	Mobilization and Demobilization	1	LS	$2,000.00	$2,000.00
11	Work Allowance	1	LS	$750.00	$750.00
12	Arrow Board	4	DAYS	$150.00	$600.00
13	Construction Sign, Type "A"	6	EA	$50.00	$300.00
14	Concrete Wingwalk & Curb Ramps	21	SY	$35.00	$735.00
15	ADA Solutions, Armor-Tile or Approved Equal Replaceable 2' x5' Composit Wetset Tactile Warning Surface Units (color brick red)	1	EA	$220.00	$220.00
16	ADA Solutions, Armor-Tile or Approved Equal Surface Mount 2' x 4' Composit Tactile Warning Surface Units (color brick red)	7	EA	$220.00	$1,540.00
17	Inlet Protection Devises For Storm & Erosion Control	3	EA	$45.00	$135.00
18	Line, Paint, Solid White 4", (Cross walk)	70	LF	$2.00	$140.00

IMPROVEMENT RESOLUTION NO. 12426

MAUMEE AVENUE SIDEWALK REPAIR
WORK ORDER NO. 12426

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA.

That it is deemed necessary to improve: Maumee Avenue from Roy Street to Fairview Avenue (north side only) with new curbface sidewalk and ADA curbramps at the intersections.

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 19th day of February, 2014.

BOARD OF PUBLIC WORKS

Robert Kennedy, Chairman

Mike Avila, Member

Kumar Menon, Member

ATTEST: Victoria Edwards
Victoria Edwards, Clerk

BID

CONTRACTOR:

proj: Maumee Ave. Sidewalk Repair

RES. NO.: 12426
W.O. NO.: 12426

TOTAL BID AMT: _____

required completion date: May 30th, 2014

Note: Contractor will be paid on measured quantities only at unit price bid. Any form of correction within the area of unit prices, extensions, or total on this bid must be initialed by the bidder and will be noted at the time of opening.

Bid Date:

Contractors Signature

ITEM NO.	ITEM	PLAN QUANTITY	UNIT	UNIT PRICE ($)	AMOUNT ($)
1	Removal of Curb	290	SY		
2	Removal of Concrete	170	SY		
3	Concrete Sidewalk (4")	6	SY		
4	Concrete Wing Walk and Curb Ramps	17	SY		
5	Concrete Curbface Walk	174	SY		
6	ADA Solutions, Armor-Tile or Approved Equal Replaceable 2' x 5' Composit Wetset Tactile Warning Surface Units	3	EA		
7	ADA Solutions, Armor-Tile or Approved Equal Surface Mount 2' x 5' Composit Tactile Warning Surface Units	1	EA		
8	Concrete Curb Type II-B	30	LF		
9	Adjust Casting to Grade	1	EA		
10	Bed Coarse Material	45	TN		
11	Top Soil	15	TN		
12	Hydroseeding with Polymer for Erosion Control	60	SY		
13	Arrow Board	5	DAY		
14	Construction Sign, Type "A"	6	EA		
15	Maintenance of Traffic	1	LS		
16	Mobilization / Demobilization	1	LS		
17	Work Allowance	1	LS	$500.00	

ESTIMATE OF QUANTITIES

RES. NO.: 12426
W.O. NO.: 12426

proj: Maumee Ave. Sidewalk Repair

Bid Estimate: $14,637.00
estimated e&i: $3,659.25
Total estimate: $18,296.25

Date:

ITEM NO.	ITEM	PLAN QTY	UNIT	UNIT PRICE ($)	AMOUNT ($)
1	Removal of Curb	290	SY	$7.00	$2,030.00
2	Removal of Concrete	170	SY	$7.00	$1,190.00
3	Concrete Sidewalk (4")	6	SY	$25.00	$150.00
4	Concrete Wing Walk and Curb Ramps	17	SY	$40.00	$680.00
5	Concrete Curbface Walk	174	SY	$28.00	$4,872.00
6	ADA Solutions, Armor-Tile or Approved Equal Replaceable 2' x 5' Composit Wetset Tactile Warning Surface Units	3	EA	$200.00	$600.00
7	ADA Solutions, Armor-Tile or Approved Equal Surface Mount 2' x 5' Composit Tactile Warning Surface Units	1	EA	$200.00	$200.00
8	Concrete Curb Type II-B	30	LF	$15.00	$450.00
9	Adjust Casting to Grade	1	EA	$125.00	$125.00
10	Bed Coarse Material	45	TN	$13.00	$585.00
11	Top Soil	15	TN	$20.00	$300.00
12	Hydroseeding with Polymer for Erosion Control	60	SY	$3.00	$180.00
13	Arrow Board	5	DAY	$25.00	$125.00
14	Construction Sign, Type "A"	6	EA	$75.00	$450.00
15	Maintenance of Traffic	1	LS	$1,000.00	$1,000.00
16	Mobilization / Demobilization	1	LS	$1,200.00	$1,200.00
17	Work Allowance	1	LS	$500.00	$500.00

IMPROVEMENT RESOLUTION NO. 12430

WAKEFIELD AVENUE SIDEWALKS
WORK ORDER NO. 12430

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA.

That it is deemed necessary to improve: **THAT IT IS DEEMED NECESSARY TO IMPROVE WAKEFIELD AVENUE FROM WARWICK AVE TO RIVIERA DRIVE BY REMOVING AND REPLACING APPROXIMATELY 650' OF DETERIORATING WALKS, FOUR WINGWALKS AND SEVEN ADA RAMPS.**

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 19th day of February, 2014.

BOARD OF PUBLIC WORKS

Robert Kennedy, Chairman

Mike Avila, Member

Kumar Menon, Member

ATTEST: Victoria Edwards
Victoria Edwards, Clerk

BID

CONTRACTOR:

proj: Wakefield Avenue Sidewalks

RES. NO.: 12430
W.O. NO.: 12430

TOTAL BID AMT: _____

required completion date: 6/15/2014

Note: Contractor will be paid on measured quantities only at unit price bid. Any form of correction within the area of unit prices, extensions, or total on this bid must be initialed by the bidder and will be noted at the time of opening.

Bid Date:

_____

Contractors Signature

ITEM NO.	ITEM	PLAN QUANTITY	UNIT	UNIT PRICE ($)	AMOUNT ($)
1	Water Valve Service Box - Adjust to Grade (Undistributed)	1	EA		
2	Topsoil	105	TON		
3	Hydroseed with Hydrostik or Equivalent Polymer for Erosion Control	216	SY		
4	Curb Removal	230	LF		
5	Inlet Protection Device for Stormwater Erosion Control	5	EA		
6	Work Allowance	1	As Needed	$4,000.00	
7	Mobiliization and Demobilization	1	LS		
8	Maintennance of Traffic	1	LS		
9	Concrete for Residential Drives (6")	70	SY		
10	Type "A" Signs	6	EA		
11	Concrete Sidewalk (4")	370	SY		
12	Removal of Concrete	530	SY		
13	Concrete Wingwalk and Curb Ramps (6")	90	SY		
14	Grind Tree Roots (Undistributed)	1	EA		
15	Bed Coarse Material	105	TON		
16	Replaceable, 2' x 5' Composite, Wetset, Tactile Warning Unit - Brick Red	7	EA		
17	2' x 4' Composite, Glue on, Tactile Warning Unit - Brick Red	2	EA		
18	Adjust Casting to Grade	2	EA		
19	Concrete Curb Type III	10	LF		
20	Concrete Curb Type I-B	210	LF		
21	2' x 2' Curb and Gutter Casting - Installed	2	EA		
22	Concrete Curb for Back of Walks (Undistributed)	40	LF		

ESTIMATE OF QUANTITIES

proj: Wakefield Avenue Sidewalks

RES. NO.: 12430
W.O. NO.: 12430

Bid Estimate: $41,215.00
estimated e&I: $10,303.75
Total estimate: $51,518.75

Date: 12/17/2013

ITEM NO.	ITEM	PLAN QTY	UNIT	UNIT PRICE ($)	AMOUNT ($)
1	Water Valve Service Box - Adjust to Grade (Undistributed)	1	EA	$50.00	$50.00
2	Topsoil	105	TON	$15.00	$1,575.00
3	Hydroseed with Hydrostik or Equivalent Polymer for Erosion Control	216	SY	$2.50	$540.00
4	Curb Removal	230	LF	$5.00	$1,150.00
5	Inlet Protection Device for Stormwater Erosion Control	5	EA	$65.00	$325.00
6	Work Allowance	1	As Needed	$4,000.00	$4,000.00
7	Mobiliization and Demobilization	1	LS	$2,500.00	$2,500.00
8	Maintennance of Traffic	1	LS	$2,000.00	$2,000.00
9	Concrete for Residential Drives (6")	70	SY	$32.00	$2,240.00
10	Type "A" Signs	6	EA	$70.00	$420.00
11	Concrete Sidewalk (4")	370	SY	$25.00	$9,250.00
12	Removal of Concrete	530	SY	$6.00	$3,180.00
13	Concrete Wingwalk and Curb Ramps (6")	90	SY	$45.00	$4,050.00
14	Grind Tree Roots (Undistributed)	1	EA	$250.00	$250.00
15	Bed Coarse Material	105	TON	$15.00	$1,575.00
16	Replaceable, 2' x 5' Composite, Wetset, Tactile Warning Unit - Brick Red	7	EA	$300.00	$2,100.00
17	2' x 4' Composite, Glue on, Tactile Warning Unit - Brick Red	2	EA	$275.00	$550.00
18	Adjust Casting to Grade	2	EA	$175.00	$350.00
19	Concrete Curb Type III	10	LF	$15.00	$150.00
20	Concrete Curb Type I-B	210	LF	$18.00	$3,780.00
21	2' x 2' Curb and Gutter Casting - Installed	2	EA	$350.00	$700.00
22	Concrete Curb for Back of Walks (Undistributed)	40	LF	$12.00	$480.00

Ewing Street East-West Storm Sewer Extensions Phase II
RESOLUTION NO. 75877

RESOLUTION BY THE BOARD OF PUBLIC WORKS of the City of Fort Wayne, Indiana that:

The CONTRACTOR shall furnish all labor, materials, supplies, and equipment required to perform the following:

> Construction of storm sewer extensions along Baker St., Broadway, Ewing St., Fairfield Ave., Fulton St., Harrison St., Jefferson Blvd., Washington Blvd. and Webster St. This will consist of approximately 6,926 linear feet of 42", 36", 30", 24", 18", 15" & 12" storm sewer pipe. The storm sewer extensions will pick up existing street and parking lot inlets and catch basins that are currently connected to the combined system. It will also consist of 693 linear feet of 8" water main replacement along Fairfield Avenue, 60 linear feet of water main lowering for the associated storm sewer installation and 255 linear feet of sanitary sewer on Jefferson Boulevard and Webster Street.

Said improvements with all their appurtenances shall be constructed in accordance with the plans and specifications titled, **Ewing Street East-West Storm Sewer Extensions Phase II.**

Declares the cost of the said improvements shall be paid by the funds from Fort Wayne Sewer Utility (Revenue).

Declares the project is necessary for the protection of public health and welfare of the in habitants of the area and the safeguarding of property within the area.

Declares that this project is of public utility benefit.

Declares Board of Public Works will acquire the property rights described in Attachment "A" (Property Acquisition Summary Sheet).

Declares the engineer's estimate of the project's total cost is $2,729,390.00

APPROVED THIS 19th DAY OF February, 2014.
Board of PUBLIC WORKS

BY: _____
Robert P. Kennedy, Chair

BY: Mike Avila
Mike Avila, Member

BY: _____
Kumar Menon, Member

ATTEST: Victoria Edwards
Victoria Edwards, Clerk

PARCEL NO.	OWNER	PROPERTY ADDRESS	SHEET NUMBER	SOURCE OF TITLE DEED RECORD NUMBER	SEWER AND DRAINAGE EASEMENT	TEMPORARY CONSTRUCTION EASEMENT	REMARKS	EASEMENT DOCUMENT NUMBER
1	The Lincoln National Life Insurance Company	128 W Baker St, Fort Wayne, IN	35	Document Number 206046381	Y	Y	Easement is currently being negotiated	
2								
3								
4								
5								
6								
7								
8								
9								
10								
11								
12								
13								
14								
15								
16								
17								
18								
19								
20								

EMERGENCY RESOLUTION NUMBER 101-3-5-14-1

EMERGENCY STREET REPAIR ON WEST JEFFERSON BLVD AT RR VIADUCT (BETWEEN CATALPA AND MAIN STREETS)

WHEREAS, approximately 250 feet of West Jefferson Blvd has severely deteriorated due to recent extreme weather conditions, and;

WHEREAS, West Jefferson Blvd is a major east west thoroughfare into the City and carries approximately 34,000 vehicles per day, and;

WHEREAS, said extent of deterioration could not reasonably be foreseen and requires immediate action, and;

WHEREAS, API Construction, Brooks Construction, E & B Paving, Hipskind Concrete, Key Concrete, Pioneer Associates, Inc., and Primco, Inc, were invited to submit quotes on the repair, and;

WHEREAS, the cost of said repairs could exceed Twenty Five Thousand Dollars and Zero Cents ($25,000.00)

NOW, THEREFORE, the Board of Public Works hereby declares an emergency exists for said road repairs and orders the Purchasing Department to issue and **EMERGENCY PURCHASE ORDER TO THE CONTRACTOR CHOSEN FOR SAID REPAIRS.**

APPROVED this 5th day of March, 2014

BOARD OF PUBLIC WORKS

By _____
Robert P. Kennedy, Chairman

By _____
Kumar Menon, Member

By _____
Mike Avila, Member

ATTEST: _____
Victoria Edwards, Clerk

IMPROVEMENT RESOLUTION NO. 12411

SIDEWALK TRIP HAZARD ELIMINATION 2014
WORK ORDER NO. 12411

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA.

That it is deemed necessary to improve: THAT IT IS DEEMED NECESSARY TO IMPROVE: SIDEWALK TRIP HAZARD ELIMINATION BY WAY OF HORIZONTAL SAWING OF SIDEWALK PAVMENT IN LOCATIONS TO BE DETERMINED.

DISTRICT #1	**A-** BLACKHAWK BLACKHAWK FARMS	**B-** STILLWATER
DISTRICT #2	**A-** TAMARACK	**B-** LAKESIDE
DISTRICT #3	**A-** PAPERMILL BLUFFS WOODLANDS OF RIVERSIDE	**B-** NORTH HIGHLANDS
DISTRICT #4	**A-** PLANTATION OF ABOITE ABOITE LAKE ESTATES NORTH SHORES HAVERHILL	**B-** SW WAYNEDALE
DISTRICT #5	**A-** INDIAN VILLAGE(no CFW areas)	**B-** SOUTHWOOD PARK
DISTRICT #6	**A-** CROWN COLONY	**B-** TRIER RIDGE

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 15th day of March, 2014.

BOARD OF PUBLIC WORKS

Robert Kennedy, Chairman

Mike Avila, Member

Kumar Menon, Member

ATTEST: Victoria Edwards
Victoria Edwards, Clerk

BID

CONTRACTOR:

proj: Sidewalk Trip Hazard Elimination

RES. NO.: 12411
W.O. NO.: 12411

TOTAL BID AMT: _____

Note: Contractor will be paid on measured quantities only at unit price bid. Any form of correction within the area of unit prices, extensions, or total on this bid must be initialed by the bidder and will be noted at the time of opening.

required completion date: October 31, 2014

Bid Date:

_____

Contractors Signature

ITEM NO.	ITEM	UNIT	UNIT PRICE ($)	AMOUNT ($)
1	Sidewalk Trip Hazard Elimination by Horizontal Sawing Note: See Special Provisions for Other Items Included in EA. Price A Maximum of $12,500 Will Be Spent in Each of the 6 Districts	EA		

ESTIMATE OF QUANTITIES

RES. NO.: 12411
W.O. NO.: 12411

proj: Sidewalk Trip Hazard Elimination

Bid Estimate: $0.00
estimated e&i:
Total estimate: $0.00

Date: 2/28/2014

ITEM NO.	ITEM	UNIT	UNIT PRICE ($)	AMOUNT ($)
1	Sidewalk Trip Hazard Elimination by Horizontal Sawing **Note: See Special Provisions for Other Items Included in EA. Price** **A Maximum of $12,500 Will Be Spent in Each of the 6 Districts**	EA	$55.00	$0.00

IMPROVEMENT RESOLUTION NO. 12413

TENNESSEE AVENUE SIDEWALKS
WORK ORDER NO. 12413

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA.

That it is deemed necessary to improve: TENNESSEE AVE (SOUTH SIDE) FROM TECUMSEH AVE. TO ELMWOOD DR., BY CONSTRUCTION OF CONCRETE SIDEWALK, CONCRETE DRIVE APPROACHES, CONCRETE CORNER WALK AND RAMPS, TOPSOIL AND HYDRO-SEED RESTORATION.

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 5th day of March, 2014.

BOARD OF PUBLIC WORKS

Robert Kennedy, Chair

Mike Avila, Member

Kumar Menon, Member

ATTEST: Victoria Edwards
Victoria Edwards, Clerk

ESTIMATE OF QUANTITIES

RES. NO.: 12413
W.O. NO.: 12413

proj: TENNESSEE AVE. TECUMSEH TO ELMWOOD

Bid Estimate:	$16,872.85
estimated e&i:	$3,641.25
Total estimate:	$20,514.10

Date: 2/11/2014

ITEM NO.	ITEM	PLAN QTY	UNIT	UNIT PRICE ($)	AMOUNT ($)
1	Removal of Concrete	183	SY	$6.00	$1,098.00
2	Removal of Curb	42	LF	$7.00	$294.00
3	Common Excavation	30	CY	$15.00	$450.00
4	Corner Wingwalks and Ramps	45	SY	$40.00	$1,800.00
5	Concrete Sidewalk (4")	206	SY	$26.00	$5,356.00
6	Asphalt/Concrete Pavement Patching	10	SY	$40.00	$400.00
7	Concrete Pavement for Residential Drive Approach (6")	31	SY	$28.00	$868.00
8	Concrete Pavemet for Commercial Drive Appproach (8")	25	SY	$40.00	$1,000.00
9	Hydroseeding with Hydrostik or Equivalent Polymer for Erosion and Sediment Control	200	SY	$2.00	$400.00
10	ADA Solutions, Armor-Tile, Armorcast, or approved Equal Surface Mount 2'x5' Composite Tactile Warning Surface Units	6	EA	$200.00	$1,200.00
11	Bed Course Material	66	TN	$14.00	$924.00
12	Top Soil	15	TN	$15.00	$225.00
13	Sediguard Inlet Protection Device or Approved Equivalent Sediment Control	5	EA	$50.00	$250.00
14	Construction Sign, Type "A"	6	EA	$50.00	$300.00
15	Maintenance of Traffic	1	LS	$582.60	$582.60
16	Mobilization/ Demobilization	1	LS	$725.25	$725.25

BID

CONTRACTOR:

proj: TENNESSEE AVE. TECUMSEH TO ELMWOOD

RES. NO.: 12413
W.O. NO.: 12413

TOTAL BID AMT: _____

Note: Contractor will be paid on measured quantities only at unit price bid. Any form of correction within the area of unit prices, extensions, or total on this bid must be initialed by the bidder and will be noted at the time of opening.

required completion date: June 1, 2014

Bid Date:

Contractors Signature

ITEM NO.	ITEM	PLAN QUANTITY	UNIT	UNIT PRICE ($)	AMOUNT ($)
1	Removal of Concrete	183	SY		
2	Removal of Curb	42	LF		
3	Common Excavation	30	CY		
4	Corner Wingwalks and Ramps	45	SY		
5	Concrete Sidewalk (4")	206	SY		
6	Asphalt/Concrete Pavement Patching	10	SY		
7	Concrete Pavement for Residential Drive Approach (6")	31	SY		
8	Concrete Pavemet for Commercial Drive Appproach (8")	25	SY		
9	Hydroseeding with Hydrostik or Equivalent Polymer for Erosion and Sediment Control	200	SY		
10	ADA Solutions, Armor-Tile, Armorcast, or approved Equal Surface Mount 2'x5' Composite Tactile Warning Surface Units	6	EA		
11	Bed Course Material	66	TN		
12	Top Soil	15	TN		
13	Sediguard Inlet Protection Device or Approved Equivalent Sediment Control	5	EA		
14	Construction Sign, Type "A"	6	EA		
15	Maintenance of Traffic	1	LS		
16	Mobilization/ Demobilization	1	LS		
17	Work Allowance	1	LS	$1,000.00	

IMPROVEMENT RESOLUTION NO. 12419

NORTH HIGHLANDS BLVD. AND EMERSON AVE. ISLAND CONSTRUCTION
WORK ORDER NO. 12419

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA.

That it is deemed necessary to improve: North Highlands Blvd. and Emerson Ave. by constructing a curbed island, backfilling, hydroseeding, and pavement markings.

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 5th day of March, 2014.

BOARD OF PUBLIC WORKS

Robert Kennedy, Chair

Mike Avila, Member

Kumar Menon, Member

ATTEST: Victoria Edwards
Victoria Edwards, Clerk

BID

CONTRACTOR:

proj: North Highlands Blvd. and Emerson Ave. Island Construction

RES. NO.: 12419
W.O. NO.: 12419

TOTAL BID AMT: _____

required completion date: May 30, 2014

Note: Contractor will be paid on measured quantities only at unit price bid. Any form of correction within the area of unit prices, extensions, or total on this bid must be initialed by the bidder and will be noted at the time of opening.

Bid Date: 26-Mar-14

Contractors Signature

ITEM NO.	ITEM	PLAN QUANTITY	UNIT	UNIT PRICE ($)	AMOUNT ($)
1	Mobilization / Demobilization	1	LS		
2	Maintenance of Traffic	1	LS		
3	Common Excavation	65	CY		
4	Concrete Curb Type II-B W / Asphalt Patch	135	LF		
5	Topsoil	160	TON		
6	Hydroseeding with Hydrostik or Equivalent Polymer for Erosion and Sediment Control	150	SY		
7	Line, Paint, 12" Stop Bar	55	LF		
8	Line, Paint, Double Yellow	450	LF		
9	Line, Paint, Yield Line	15	LF		
10	Standard Barricade, Type III-B	6	EA		
11	Construction Signs, Type A	4	EA		
12	Work Allowance	1	LS	$1,000.00	

ESTIMATE OF QUANTITIES

RES. NO.: 12419
W.O. NO.: 12419

proj: North Highlands Blvd. and Emerson Ave. Island Construction

Bid Estimate: $11,447.50
estimated e&i: $2,861.88
Total estimate: $14,309.38

Date:

ITEM NO.	ITEM	PLAN QTY	UNIT	UNIT PRICE ($)	AMOUNT ($)
1	Mobilization / Demobilization	1	LS	$500.00	$500.00
2	Maintenance of Traffic	1	LS	$400.00	$400.00
3	Common Excavation	65	CY	$13.00	$845.00
4	Concrete Curb Type II-B W / Asphalt Patch	135	LF	$24.00	$3,240.00
5	Topsoil	160	TON	$16.00	$2,560.00
6	Hydroseeding with Hydrostik or Equivalent Polymer for Erosion and Sediment Control	150	SY	$3.00	$450.00
7	Line, Paint, 12" Stop Bar	55	LF	$9.50	$522.50
8	Line, Paint, Double Yellow	450	LF	$1.20	$540.00
9	Line, Paint, Yield Line	15	LF	$30.00	$450.00
10	Standard Barricade, Type III-B	6	EA	$110.00	$660.00
11	Construction Signs, Type A	4	EA	$70.00	$280.00
12	Work Allowance	1	LS	$1,000.00	$1,000.00

IMPROVEMENT RESOLUTION NO. 12424

WINCH STREET SIDEWALK REPAIRS
WORK ORDER NO. 12424

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA.

That it is deemed necessary to improve: Winch Street from Wabash Avenue to Dubois Street by reconstructing the sidewalks, alley approaches and curb ramps.

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 5th day of March, 2014.

BOARD OF PUBLIC WORKS

Robert Kennedy, Chairman

Mike Avila, Member

Kumar Menon, Member

ATTEST: Victoria Edwards
Victoria Edwards, Clerk

BID
CONTRACTOR:

proj: Winch Street Sidewalk Repairs

RES. NO.: 12424
W.O. NO.: 12424

TOTAL BID AMT: _____

required completion date: June 15, 2014

Note: Contractor will be paid on measured quantities only at unit price bid. Any form of correction within the area of unit prices, extensions, or total on this bid must be initialed by the bidder and will be noted at the time of opening.

Bid Date:

Contractors Signature

ITEM NO.	ITEM	PLAN QUANTITY	UNIT	UNIT PRICE ($)	AMOUNT ($)
1	Removal of Concrete	430	SY		
2	Removal of Curb	20	LF		
3	Concrete Sidewalk (4")	320	SY		
4	Concrete Wingwalks and Ramps	65	SY		
5	Concrete Pavement for Residential Drive Approach (6")	7	SY		
6	Concrete Pavement for Alley Approach (8")	37	SY		
7	Concrete Curb Type III	20	LF		
8	ADA Solutions, Armor-Tile, or Approved Equal "Replaceable" 2' X 5' Composite, Wetset, Tactile Warning Surface Unit	6	EA		
9	Bedcourse Material	150	TON		
10	Top Soil	30	TON		
11	Hydroseeding with Hydrostick or Approved Equivalent Polymer for Erosion and Sediment Control	135	SY		
12	Type "O" Compacted Aggregate #53 Stone for Shoulder Material(Undistributed Quantity)	10	TON		
13	Adjust Casting to Grade	1	EA		
14	Sediguard Inlet Protection Device of Approved Equivalent for Sediment Control	2	EA		
15	Construction Signs Type "A" with Lights	5	EA		
16	Mobilization and Demobilization	1	LS		
17	Maintenance of Traffic	1	LS		

ESTIMATE OF QUANTITIES

RES. NO.: 12424
W.O. NO.: 12424

proj: Winch Street Sidewalk Repairs

Bid Estimate: $24,485.00
estimated e&i: $6,121.25
Total estimate: $30,606.25

Date: 1/24/2014

ITEM NO.	ITEM	PLAN QTY	UNIT	UNIT PRICE ($)	AMOUNT ($)
1	Removal of Concrete	430	SY	$7.00	$3,010.00
2	Removal of Curb	20	LF	$7.00	$140.00
3	Concrete Sidewalk (4")	320	SY	$28.00	$8,960.00
4	Concrete Wingwalks and Ramps	65	SY	$45.00	$2,925.00
5	Concrete Pavement for Residential Drive Approach (6")	7	SY	$30.00	$210.00
6	Concrete Pavement for Alley Approach (8")	37	SY	$35.00	$1,295.00
7	Concrete Curb Type III	20	LF	$12.00	$240.00
8	ADA Solutions, Armor-Tile, or Approved Equal "Replaceable" 2' X 5' Composite, Wetset, Tactile Warning Surface Unit	6	EA	$250.00	$1,500.00
9	Bedcourse Material	150	TON	$10.00	$1,500.00
10	Top Soil	30	TON	$15.00	$450.00
11	Hydroseeding with Hydrostick or Approved Equivalent Polymer for Erosion and Sediment Control	135	SY	$3.00	$405.00
12	Type "O" Compacted Aggregate #53 Stone for Shoulder Material(Undistributed Quantity)	10	TON	$20.00	$200.00
13	Adjust Casting to Grade	1	EA	$150.00	$150.00
14	Sediguard Inlet Protection Device of Approved Equivalent for Sediment Control	2	EA	$50.00	$100.00
15	Construction Signs Type "A" with Lights	5	EA	$80.00	$400.00
16	Mobilization and Demobilization	1	LS	$1,500.00	$1,500.00
17	Maintenance of Traffic	1	LS	$1,500.00	$1,500.00

IMPROVEMENT RESOLUTION NO. 12432

WALTER STREET SIDEWALK REPAIRS
WORK ORDER NO. 12432

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA.

That it is deemed necessary to improve: Walter Street from Wayne Street to Washington Blvd. by reconstructing the curbs, sidewalks, drive approaches, alley approaches and curb ramps.

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 5th day of March, 2014.

BOARD OF PUBLIC WORKS

Robert Kennedy, Chairman

Mike Avila, Member

Kumar Menon, Member

ATTEST: Victoria Edwards
Victoria Edwards, Clerk

BID

CONTRACTOR:

proj: Walter Street Sidewalk Repairs

RES. NO.: 12432
W.O. NO.: 12432

TOTAL BID AMT: _____

required completion date: June 15, 2014

Note: Contractor will be paid on measured quantities only at unit price bid. Any form of correction within the area of unit prices, extensions, or total on this bid must be initialed by the bidder and will be noted at the time of opening.

Bid Date:

Contractors Signature

ITEM NO.	ITEM	PLAN QUANTITY	UNIT	UNIT PRICE ($)	AMOUNT ($)
1	Removal of Curb	430	LF		
2	Removal of Concrete	365	SY		
3	Concrete Sidewalk (4")	250	SY		
4	Concrete Wingwalk and Ramps (6")	5	SY		
5	Concrete Curb Type III	430	LF		
6	ADA Solutions, Armor-Tile, or Approved Equal "Replaceable" 2' X 5' Composite, Wetset, Tactile Warning Surface Unit	2	EA		
7	Concrete Pavement for Residential Drive Approach(6")	16	SY		
8	New Concrete Pavement for Alley (7")	30	SY		
9	New Concrete Pavement for Alley Approach (8")	48	SY		
10	Sediguard Inlet Protection Device of Approved Equivalent for Sediment Control	2	EA		
11	Bedcourse Material	60	TON		
12	Backfill Behind Curb	30	TON		
13	Topsoil	70	TON		
14	Hydroseeding with Hydrostick or Approved Equivalent Polymer for Erosion and Sediment Control	320	SY		
15	New 24" Sanitary Manhole Casting Furnished and Adjusted to Grade	1	EA		
16	Construction Signs Type "A" with Lights	4	EA		
17	Mobilization and Demobilization	1	LS		
18	Maintenance of Traffic	1	LS		

ESTIMATE OF QUANTITIES

RES. NO.: 12432
W.O. NO.: 12432

proj: Walter Street Sidewalk Repairs

Bid Estimate: $29,142.50
estimated e&i: $7,285.63
Total estimate: $36,428.13

Date: 1/24/2014

ITEM NO.	ITEM	PLAN QTY	UNIT	UNIT PRICE ($)	AMOUNT ($)
1	Removal of Curb	430	LF	$7.50	$3,225.00
2	Removal of Concrete	365	SY	$7.50	$2,737.50
3	Concrete Sidewalk (4")	250	SY	$28.00	$7,000.00
4	Concrete Wingwalk and Ramps (6")	5	SY	$40.00	$200.00
5	Concrete Curb Type III	430	LF	$12.00	$5,160.00
6	ADA Solutions, Armor-Tile, or Approved Equal "Replaceable" 2' X 5' Composite, Wetset, Tactile Warning Surface Unit	2	EA	$250.00	$500.00
7	Concrete Pavement for Residential Drive Approach(6")	16	SY	$30.00	$480.00
8	New Concrete Pavement for Alley (7")	30	SY	$35.00	$1,050.00
9	New Concrete Pavement for Alley Approach (8")	48	SY	$35.00	$1,680.00
10	Sediguard Inlet Protection Device of Approved Equivalent for Sediment Control	2	EA	$80.00	$160.00
11	Bedcourse Material	60	TON	$15.00	$900.00
12	Backfill Behind Curb	30	TON	$10.00	$300.00
13	Topsoil	70	TON	$15.00	$1,050.00
14	Hydroseeding with Hydrostick or Approved Equivalent Polymer for Erosion and Sediment Control	320	SY	$2.50	$800.00
15	New 24" Sanitary Manhole Casting Furnished and Adjusted to Grade	1	EA	$500.00	$500.00
16	Construction Signs Type "A" with Lights	4	EA	$100.00	$400.00
17	Mobilization and Demobilization	1	LS	$1,500.00	$1,500.00
18	Maintenance of Traffic	1	LS	$1,500.00	$1,500.00

IMPROVEMENT RESOLUTION NO. 12364

2014-RESURFACING PACKAGE "C"
WORK ORDER NO. 12364

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA.

That it is deemed necessary to improve: The following streets in Council Districts #5 & #6 with milling and resurfacing of asphalt to a maximum of 3 inches. Spot casting and water valve adjustments will performed. New pavement markings and traffic loop detectors shall be installed.

5	Jackson St	Wilt St to Leykauf St
5	Barr St	Jefferson Blvd to Lewis St
5	Madison St	Francis St to Division St
5	King St	Washington Blvd to Maumee Ave
5	Division St	Jefferson Blvd to Lewis St
5	Oak St	Division St to Ohio St
5	Ohio St	Lewis St to Oak St
5	Hugh St	Hanna St to Francis St
5	Francis St	Hayden St to Hugh St
5	Eliza St	Gay St to Ohio St
5	McCulloch St	Hayden St to Hugh St
5	Lillie St	Hayden St to Alliger St
5	Alliger St	Lillie St to Winter St
5	Winter St	Hayden St to Alliger St
5	Hancock Ave	Pittsburg St to Maumee Ave
5	Winch St	Hancock Ave to Sidney St
5	Summer St	Pittsburg St to Pennsylvania St
5	Maumee Ave	Sidney St to White St
5	Fairfield Ave	Rudisill Blvd to Pontiac St
5	Fairfield Ave	Belmont St to Burns Blvd
5	Kinnaird Ave	Fairfield Ave to Indiana Ave
5	Englewood Ct	Fairfield Ave to Hoagland Ave
5	W Foster Pkwy	Fairfield Ave to South Wayne
5	Wildwood Ave	Calhoun St to Clinton St
5	E Pontiac St	Barr St to Hanna St
5	Barr St	Pontiac St to Suttenfield St
5	E Woodland Ave	Calhoun St to Clinton St
5	Clinton Ct	Piqua Dr to Packard Ave
5	Piqua Dr	Calhoun St to Clinton St
5	Dalman Ave	Piqua Dr to Clinton St
5&6	Barr St	Dalman St to Rudisill Blvd
5&6	Creighton Ave	Harrison to Lafayette St
6	Holgate Dr	CasselwoodDr to Regis Dr
6	Amarillo Dr	Adirondack to Regis Dr
6	Adirondack Dr	Holgate Dr to Amarillo Dr
6	Champlain Dr	Lafayette Espl to Lafayette St
6	Weisser Park Ave	Congress Ave to McKinnie Ave

6	Spatz Ave	Congress Ave to McKinnie Ave
6	Senate Ave	Smith St to Bowser Ave
6	Reed St	Pettit Ave to Capitol Ave
6	Winter St	Pettit Ave to Capitol Ave
6	Masterson Ave	Lafayette St to Hanna St
6	Hanna St	Creighton Ave to Buchannan St
6	Monroe St	Masterson St to Wallace St
6	Raymond St	Schele Ave to Roy St
6	Wayne Trace	Summer St to Lee St
6	Lee St	Wayne Trace to Fenker Ave
6	Raymond St	Edsall Ave to Coliseum Blvd
6	New Haven Ave	Holly Ave to Fleetwood Ave
6	Clay St	Masterson St to Dead End
6	Oakdale Dr	Clinton Ct to Calhoun St

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 5th day of March, 2014.

BOARD OF PUBLIC WORKS

Robert Kennedy, Chairman

Mike Avila, Member

Kumar Menon, Member

ATTEST: Victoria Edwards
Victoria Edwards, Clerk

ESTIMATE OF QUANTITIES

RES. NO.: 12364
W.O. NO.: 12364

proj: 2014 RESURFACING PACKAGE C

Bid Estimate: $1,325,638.20
estimated e&i: $60,000.00
Total estimate: $1,385,638.20

Date:

ITEM NO.	ITEM	PLAN QTY	UNIT	UNIT PRICE ($)	AMOUNT ($)
1	SURFACE MILLING BITUMINUS	170111	SY	$0.70	$119,077.70
2	HMA INTERMEDIATE, TYPE B, 9.5 MM	11741	TON	$46.00	$540,086.00
3	HMA SURFACE, TYPE B, 9.5 MM	9356	TON	$52.00	$486,512.00
4	HMA SURFACE, TYPE B, 9.5 MM FOR APPROACHES	40	TON	$55.00	$2,200.00
5	HMA PATCHING, TYPE A, 25 MM (UNDISTRIBUTED QUANTITY)	20	TON	$100.00	$2,000.00
6	BITUMINUS MATERIAL FOR TACK COAT	87	TON	$150.00	$13,050.00
7	WATER VALVE ADJUSTED TO GRADE (UNDISTRIBUTED QUANTITY)	17	EA	$45.00	$765.00
8	WATER VALVE FURNISHED AND ADJUSTED TO GRADE (UNDISTRIBUTED QUANTITY)	5	EA	$75.00	$375.00
9	CASTINGS ADJUSTED TO GRADE (UNDISTRIBUTED QUANTITY)	21	EA	$250.00	$5,250.00
10	24" SANITARY MANHOLE CASTING FURNISHED AND ADJUSTED TO GRADE (E JORDAN 1022Z1 W/1020HDGS "SANITARY SEWER"	6	EA	$400.00	$2,400.00
11	TEMPORARY PAVEMENT MARKINGS PAINT/TAPE WHITE/YELLOW	6975	LF	$0.50	$3,487.50
12	PAVEMENT MARKING, PAINT, WHITE, 4", FOR PARKING STALLS	175	LF	$0.70	$122.50
13	PAVEMENT MARKING, TRANSVERSE, THERMOPLASTIC, WHITE, STOP BAR, 24"	547	LF	$10.00	$5,470.00
14	PAVEMENT MARKING, THERMOPLASTIC, WHITE, 24" (PIANO KEYS)	615	LF	$10.00	$6,150.00
15	PAVEMENT MARKING, THERMOPLASTIC, WHITE, ARROW 6'	77	EA	$100.00	$7,700.00
16	PAVEMENT MARKING, THERMOPLASTIC, WHITE, WORD "ONLY"	26	EA	$150.00	$3,900.00
17	PAVEMENT MARKING, PAINT, YELLOW, SOLID, 4"	18280	LF	$0.50	$9,140.00
18	PAVEMENT MARKING, PAINT, YELLOW, BROKEN, 4"	4335	LF	$0.50	$2,167.50
19	PAVEMENT MARKING, PAINT, WHITE, SOLID, 4"	175	LF	$0.50	$87.50
20	PAVEMENT MARKING, PAINT, WHITE, BROKEN, 4"	960	LF	$0.50	$480.00
21	PAVEMENT MARKING, PAINT, WHITE, CROSSWALK, 6"	2255	LF	$0.50	$1,127.50
22	MAINTENANCE OF TRAFFIC	1	LS	$48,440.00	$48,440.00
23	MOBILIZATION AND DEMOBILIZATION	1	LS	$60,650.00	$60,650.00
24	WORK ALLOWANCE	1	LS	$5,000.00	$5,000.00

BID

CONTRACTOR:

proj: 2014 RESURFACING PACKAGE C

RES. NO.: 12364
W.O. NO.: 12364

TOTAL BID AMT: _____

Note: Contractor will be paid on measured quantities only at unit price bid. Any form of correction within the area of unit prices, extensions, or total on this bid must be initialed by the bidder and will be noted at the time of opening.

required completion date: July 15, 2014

Bid Date:

Contractors Signature

ITEM NO.	ITEM	PLAN QUANTITY	UNIT	UNIT PRICE ($)	AMOUNT ($)
1	SURFACE MILLING BITUMINUS	170111	SY		
2	HMA INTERMEDIATE, TYPE B, 9.5 MM	11741	TON		
3	HMA SURFACE, TYPE B, 9.5 MM	9356	TON		
4	HMA SURFACE, TYPE B, 9.5 MM FOR APPROACHES	40	TON		
5	HMA PATCHING, TYPE A, 25 MM (UNDISTRIBUTED QUANTITY)	20	TON		
6	BITUMINUS MATERIAL FOR TACK COAT	87	TON		
7	WATER VALVE ADJUSTED TO GRADE (UNDISTRIBUTED QUANTITY)	17	EA		
8	WATER VALVE FURNISHED AND ADJUSTED TO GRADE (UNDISTRIBUTED QUANTITY)	5	EA		
9	CASTINGS ADJUSTED TO GRADE (UNDISTRIBUTED QUANTITY)	21	EA		
10	24" SANITARY MANHOLE CASTING FURNISHED AND ADJUSTED TO GRADE (E JORDAN 1022Z1 W/1020HDGS "SANITARY SEWER"	6	EA		
11	TEMPORARY PAVEMENT MARKINGS PAINT/TAPE WHITE/YELLOW	6975	LF		
12	PAVEMENT MARKING, PAINT, WHITE, 4", FOR PARKING STALLS	175	LF		
13	PAVEMENT MARKING, TRANSVERSE, THERMOPLASTIC, WHITE, STOP BAR, 24"	547	LF		
14	PAVEMENT MARKING, THERMOPLASTIC, WHITE, 24" (PIANO KEYS)	615	LF		
15	PAVEMENT MARKING, THERMOPLASTIC, WHITE, ARROW 6'	77	EA		
16	PAVEMENT MARKING, THERMOPLASTIC, WHITE, WORD "ONLY"	26	EA		
17	PAVEMENT MARKING, PAINT, YELLOW, SOLID, 4"	18280	LF		
18	PAVEMENT MARKING, PAINT, YELLOW, BROKEN, 4"	4335	LF		
19	PAVEMENT MARKING, PAINT, WHITE, SOLID, 4"	175	LF		
20	PAVEMENT MARKING, PAINT, WHITE, BROKEN, 4"	960	LF		
21	PAVEMENT MARKING, PAINT, WHITE, CROSSWALK, 6"	2255	LF		
22	MAINTENANCE OF TRAFFIC	1	LS		
23	MOBILIZATION AND DEMOBILIZATION	1	LS		
24	WORK ALLOWANCE	1	LS	$5,000.00	

IMPROVEMENT RESOLUTION NO. 12367

2014 – Resurfacing Package "B"
WORK ORDER NO. 12367

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA.

That it is deemed necessary to improve: The following streets in Council Districts #1 & #2 with milling and resurfacing of asphalt to a maximum of 3 inches. Spot casting and water valve adjustments will performed. New pavement markings and traffic loop detectors shall be installed.

1	Reed Rd	Bradwood Terrace to south side St Joe Ctr Rd
1	Vance Ave	Inwood Dr to Reed Rd
1	Lake Forest Drive	Maysville Rd to Forest Glen Ct
1	Welshire Blvd	Derby Ln to Dead End
1	Bent Willow Dr	Welshire Blvd to S. PL Lot #34
1	Kerrigans Way	Welshire Blvd to Red Clover Ln
1	Asher Dr	Greythorn Dr to E. PL Lot #105
1	Dublin Ct	Tipperary Tr to N. PL Lot #49
1	Algate Ln	Tipperary Tr to 120' N
1	Algate Ln	Tipperary Tr to 120' S
1	Kercheval Dr	Potawatami Dr to Elkhorn Dr
1	Elkhorn Dr	Kercheval Dr to Bohnke Dr
1	Bohnke Dr	Dead End to Potawatami Dr
1	Omee Ct	Cul-de-Sac to Mowhowa Dr
1	Mowhawa Dr	Skyhawk Dr to Cul-de-Sac
1	Great Bear Ct	Bear Paw Dr to Dead End
1	Miahqueah Ct	Bear Paw Dr to Cul-de-Sac
1	Forest Valley Dr	Forest Downs Dr to Blairwood Dr
1	Kendawa Dr	Dead End to Mowhawa Dr
1	Busche Dr	State St to Knollwood Ct
1	Morningknoll Dr	Knollwood Ct to Knollridge Dr
1	Mounded Ct	Morningknoll Dr to Cul-de-Sac
1	Hillock Ct	Knollridge Dr to Cul-de-Sac
1	Knollridge Dr	Morningknoll Dr to Ordway Dr
1	Ordway Dr	Cul-de-sac to Skyhawk Dr
1	Evard Rd	Reed Rd to Maplecrest Rd
2	Meadows Park Way	N Clinton St to Crosshill Ct
2	River Oak Dr	120' S of Timberwood Ct to Sterling Ridge Cove
2	St Joe Rd	Evard Rd to Parkerdale Dr
2	Rupp Dr	Coliseum Blvd to Hobson Rd
2	Parish Dr	Trier Rd to Dead End
2	Pineview Dr	Trier Rd to Dead End
2	Daveway Dr	Trier Rd to Dead End
2	Evergreen Ln	Trier Rd to Oakpark Dr
2	Timberhill Dr	Hobson Rd to Roseview Rd
2	Bruneal St	Hampshire Dr to Wyandotte Dr

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 5th day of March, 2014.

BOARD OF PUBLIC WORKS

Robert Kennedy, Chairman

Mike Avila, Member

Kumar Menon, Member

ATTEST: Victoria Edwards

Victoria Edwards, Clerk

BID
CONTRACTOR:

proj: 2014 Resurfacing Package B

RES. NO.: 12367
W.O. NO.: 12367

TOTAL BID AMT: _____

Note: Contractor will be paid on measured quantities only at unit price bid. Any form of correction within the area of unit prices, extensions, or total on this bid must be initialed by the bidder and will be noted at the time of opening.

required completion date: JULY 15,2014

Bid Date:

Contractors Signature

ITEM NO.	ITEM	PLAN QUANTITY	UNIT	UNIT PRICE ($)	AMOUNT ($)
1	SURFACE MILLING BITUMINUS	127507	SY		
2	HMA INTERMEDIATE, TYPE B, 9.5 MM	7621	TON		
3	HMA SURFACE, TYPE B, 9.5 MM	8156	TON		
4	HMA SURFACE, TYPE B, 9.5 MM FOR APPROACHES	100	TON		
5	HMA PATCHING, TYPE A, 25 MM (UNDISTRIBUTED QUANTITY)	50	TON		
6	BITUMINUS MATERIAL FOR TACK COAT	55	TON		
7	WATER VALVE ADJUSTED TO GRADE (UNDISTRIBUTED QUANTITY)	25	EA		
8	WATER VALVE FURNISHED AND ADJUSTED TO GRADE (UNDISTRIBUTED QUANTITY)	18	EA		
9	CASTINGS ADJUSTED TO GRADE (UNDISTRIBUTED QUANTITY)	20	EA		
10	24" SANITARY MANHOLE CASTING FURNISHED AND ADJUSTED TO GRADE (E JORDAN 1022Z1 W/1020HDGS "SANITARY SEWER"	10	EA		
11	TEMPORARY PAVEMENT MARKINGS PAINT/TAPE WHITE/YELLOW (4' EVERY 36' GAP)	8649	LF		
12	PAVEMENT MARKING, THERMOPLASTIC, YELLOW, SOLID 8"	3868	LF		
13	PAVEMENT MARKING, THERMOPLASTIC, YELLOW, SOLID 12" CROSSHATCH	718	LF		
14	PAVEMENT MARKING, TRANSVERSE, THERMOPLASTIC, WHITE, STOP BAR, 24"	297	LF		
15	PAVEMENT MARKING, THERMOPLASTIC, WHITE, 24" (PIANO KEYS)	280	LF		
16	PAVEMENT MARKING, THERMOPLASTIC, WHITE, ARROW 6'	20	EA		
17	PAVEMENT MARKING, THERMOPLASTIC, WHITE, WORD "ONLY"	4	EA		
18	PAVEMENT MARKING, THERMOPLASTIC, WHITE, SHARED LANE MARKING	36	EA		
19	PAVEMENT MARKING, PAINT, YELLOW, SOLID, 4"	22738	LF		
20	PAVEMENT MARKING, PAINT, YELLOW, BROKEN, 4"	1122	LF		
21	PAVEMENT MARKING, PAINT, WHITE, SOLID, 4"	3779	LF		
22	PAVEMENT MARKING, PAINT, WHITE, BROKEN, 4"	40	LF		
23	PAVEMENT MARKING, PAINT, WHITE, CROSSWALK, 6"	873	LF		
24	PAVEMENT MARKING, PAINT, WHITE, EDGE LINE, 4"	22700	LF		
25	1C/14 LOOP CABLE	7645	LF		
26	SAW SLOT AND SEALER	2390	LF		
27	REMOVE AND REPLACE DETECTOR HOUSING	12	EA		
28	MAINTENANCE OF TRAFFIC	1	LS		
29	MOBILIZATION AND DEMOBILIZATION	1	LS		
30	WORK ALLOWANCE	1	LS	$10,000.00	

ESTIMATE OF QUANTITIES

RES. NO.: 12367
W.O. NO.: 12367

proj: 2014 Resurfacing Package B

Bid Estimate: $1,043,924.65
estimated e&i: $77,160.00
Total estimate: $1,121,084.65

Date:

ITEM NO.	ITEM	PLAN QTY	UNIT	UNIT PRICE ($)	AMOUNT ($)
1	SURFACE MILLING BITUMINUS	127507	SY	$0.65	$82,879.55
2	HMA INTERMEDIATE, TYPE B, 9.5 MM	7621	TON	$43.00	$327,703.00
3	HMA SURFACE, TYPE B, 9.5 MM	8156	TON	$50.00	$407,800.00
4	HMA SURFACE, TYPE B, 9.5 MM FOR APPROACHES	100	TON	$60.00	$6,000.00
5	HMA PATCHING, TYPE A, 25 MM (UNDISTRIBUTED QUANTITY)	50	TON	$100.00	$5,000.00
6	BITUMINUS MATERIAL FOR TACK COAT	55	TON	$100.00	$5,500.00
7	WATER VALVE ADJUSTED TO GRADE (UNDISTRIBUTED QUANTITY)	25	EA	$100.00	$2,500.00
8	WATER VALVE FURNISHED AND ADJUSTED TO GRADE (UNDISTRIBUTED QUANTITY)	18	EA	$200.00	$3,600.00
9	CASTINGS ADJUSTED TO GRADE (UNDISTRIBUTED QUANTITY)	20	EA	$250.00	$5,000.00
10	24" SANITARY MANHOLE CASTING FURNISHED AND ADJUSTED TO GRADE (E JORDAN 1022Z1 W/1020HDGS "SANITARY SEWER" LETTERED OR NEENAH R-1772 W/"SANITARY" LETTERED" (UNDISTRIBUTED QUANTITY)	10	EA	$450.00	$4,500.00
11	TEMPORARY PAVEMENT MARKINGS PAINT/TAPE WHITE/YELLOW (4' EVERY 36' GAP)	8649	LF	$0.50	$4,324.50
12	PAVEMENT MARKING, THERMOPLASTIC, YELLOW, SOLID 8"	3868	LF	$1.50	$5,802.00
13	PAVEMENT MARKING, THERMOPLASTIC, YELLOW, SOLID 12" CROSSHATCH	718	LF	$8.00	$5,744.00
14	PAVEMENT MARKING, TRANSVERSE, THERMOPLASTIC, WHITE, STOP BAR, 24"	297	LF	$10.00	$2,970.00
15	PAVEMENT MARKING, THERMOPLASTIC, WHITE, 24" (PIANO KEYS)	280	LF	$10.00	$2,800.00
16	PAVEMENT MARKING, THERMOPLASTIC, WHITE, ARROW 6'	20	EA	$100.00	$2,000.00
17	PAVEMENT MARKING, THERMOPLASTIC, WHITE, WORD "ONLY"	4	EA	$100.00	$400.00
18	PAVEMENT MARKING, THERMOPLASTIC, WHITE, SHARED LANE MARKING	36	EA	$100.00	$3,600.00
19	PAVEMENT MARKING, PAINT, YELLOW, SOLID, 4"	22738	LF	$0.50	$11,369.00
20	PAVEMENT MARKING, PAINT, YELLOW, BROKEN, 4"	1122	LF	$0.50	$561.00
21	PAVEMENT MARKING, PAINT, WHITE, SOLID, 4"	3779	LF	$0.50	$1,889.50
22	PAVEMENT MARKING, PAINT, WHITE, BROKEN, 4"	40	LF	$0.50	$20.00
23	PAVEMENT MARKING, PAINT, WHITE, CROSSWALK, 6"	873	LF	$0.70	$611.10
24	PAVEMENT MARKING, PAINT, WHITE, EDGE LINE, 4"	22700	LF	$0.50	$11,350.00
25	1C/14 LOOP CABLE	7645	LF	$0.80	$6,116.00
26	SAW SLOT AND SEALER	2390	LF	$12.00	$28,680.00
27	REMOVE AND REPLACE DETECTOR HOUSING	12	EA	$700.00	$8,400.00
28	MAINTENANCE OF TRAFFIC	1	LS	$38,580.00	$38,580.00
29	MOBILIZATION AND DEMOBILIZATION	1	LS	$48,225.00	$48,225.00
30	WORK ALLOWANCE	1	LS	$10,000.00	$10,000.00

IMPROVEMENT RESOLUTION NO. 12368

2014 PUBLIC SIDEWALK CURB RAMP PACKAGE A
WORK ORDER NO. 12368

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA.

That it is deemed necessary to improve: ADA concrete wing walks, ramps, surface mount tactile warning surfaces, sidewalks, drainage structures, spot repair street pavement, pavement markings and restoration.

A total of approximately 109 corners will be constructed with connecting walks and ramps. This work is located in Council districts 1, 2 & 3. Construction will center around 7 different schools and neighborhoods.

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 5th day of March, 2014.

BOARD OF PUBLIC WORKS

Robert Kennedy, Chairman

Mike Avila, Member

Kumar Menon, Member

ATTEST: Victoria Edwards
Victoria Edwards, Clerk

BID

CONTRACTOR:

proj: 2014 Public Sidewalk Curb Ramp Package A

RES. NO.: **12368**
W.O. NO.: **12368**

TOTAL BID AMT: _____

required completion date: 8/29/2014

Note: Contractor will be paid on measured quantities only at unit price bid. Any form of correction within the area of unit prices, extensions, or total on this bid must be initialed by the bidder and will be noted at the time of opening.

_____
Contractors Signature

ITEM NO.	ITEM	PLAN QUANTITY	UNIT	UNIT COST ($)	AMOUNT ($)
1	Removal of Concrete	2659	SY		
2	Removal of Concrete Pavement	88	SY		
3	Removal of Curb	1534	LF		
4	Concrete For Wingwalks & Ramps 6" (Includes V-Locs)	1733	SY		
5	Concrete Curb Type I-B, Type II-B, Type III	1240	LF		
6	Concrete Curb - Back of Sidewalk (Undistributed Quantity)	1165	LF		
7	Concrete Sidewalk (4")	874	SY		
8	Cement Concrete Pavement, Plain (7") (Includes Type I-A Curb & "J" Bolts)	88	SY		
9	ADA Solutions, Armor-Tile or Approved Equal Replaceable 2' x 5' Composit Wetset Tactile Warning Surface Units (color brick red)	173	EA		
10	ADA Solutions, Armor-Tile or Approved Equal Surface Mount 2' x 4' Composit Tactile Warning Surface Units (color brick red)	23	EA		
11	Bed Course Material	425	TON		
12	Type "O" Compacted Aggregate for Base, No. 53	110	TON		
13	Top Soil	254	TON		
14	Water Valves (Curb-Box) Adjusted to Grade (Undistributed Quantity)	9	EA		
15	Water Valves (Valve-Box) Adjusted to Grade	2	EA		
16	Castings Adjusted to Grade	8	EA		
17	Remove & Replace with 2x2 curb & gutter casting	11	EA		
18	Hydrostick with Polymer for Erosion Control	3125	SY		
19	Sediguard Inlet Protection Device or Approved Equal	20	EA		
20	Standard Barricade, Type III - B	4	EA		
21	Construction Sign, Type "A"	32	EA		
22	Relocate Street Light	1	EA		
23	Mobilization and Demobilization	1	LS		
24	Maintenance of Traffic	1	LS		
25	Work allowance	1	LS	$3,000.00	
26	Common Excavation	50	CY		
27	Precast 30" Round Inlet W/ 2'X2' Curb & Gutter Casting	1	EA		
28	Pipe, 12", RCP	8	LF		
29	Underdrain,6" Perforated Plastic, Group K Pipe (inc. #8 Aggregate Backfill)	160	LF		
30	Line, Thermoplastic, Solid White 24",Stop Bar (Piano Keys)	1867	LF		
31	Line, Paint, Solid White 4", (Cross walk)	5350	LF		
32	Asphalt / Concrete pavement repair (See detail)	20	SY		
33	Curb turn out (complete in place)	1	EA		

ESTIMATE OF QUANTITIES

RES. NO.: 12368
W.O. NO.: 12368

proj: 2014 Public Sidewalk Curb Ramp Package A

Bid Estimate: $258,856.75
estimated e&i: $41,417.08
Total estimate: $300,273.83

Date: 2/13/2014

ITEM NO.	ITEM	PLAN QTY	UNIT	UNIT COST ($)	AMOUNT ($)
1	Removal of Concrete	2659	SY	$6.50	$17,283.50
2	Removal of Concrete Pavement	88	SY	$10.00	$880.00
3	Removal of Curb	1534	LF	$7.00	$10,738.00
4	Concrete For Wingwalks & Ramps 6" (Includes V-Locs)	1733	SY	$36.00	$62,388.00
5	Concrete Curb Type I-B, Type II-B, Type III	1240	LF	$14.00	$17,360.00
6	Concrete Curb - Back of Sidewalk (Undistributed Quantity)	1165	LF	$15.00	$17,475.00
7	Concrete Sidewalk (4")	874	SY	$25.00	$21,850.00
8	Cement Concrete Pavement, Plain (7") (Includes Type I-A Curb & "J" Bolts)	88	SY	$35.00	$3,080.00
9	ADA Solutions, Armor-Tile or Approved Equal Replaceable 2' x 5' Composit Wetset Tactile Warning Surface Units (color brick	173	EA	$250.00	$43,250.00
10	ADA Solutions, Armor-Tile or Approved Equal Surface Mount 2' x 4' Composit Tactile Warning Surface Units (color brick red)	23	EA	$250.00	$5,750.00
11	Bed Course Material	425	TON	$15.00	$6,375.00
12	Type "O" Compacted Aggregate for Base, No. 53	110	TON	$15.00	$1,650.00
13	Top Soil	254	TON	$18.00	$4,572.00
14	Water Valves (Curb-Box) Adjusted to Grade (Undistributed Quantity)	9	EA	$30.00	$270.00
15	Water Valves (Valve-Box) Adjusted to Grade	2	EA	$40.00	$80.00
16	Castings Adjusted to Grade	8	EA	$150.00	$1,200.00
17	Remove & Replace with 2x2 curb & gutter casting	11	EA	$400.00	$4,400.00
18	Hydrostick with Polymer for Erosion Control	3125	SY	$2.25	$7,031.25
19	Sediguard Inlet Protection Device or Approved Equal	20	EA	$50.00	$1,000.00
20	Standard Barricade, Type III - B	4	EA	$60.00	$240.00
21	Construction Sign, Type "A"	32	EA	$80.00	$2,560.00
22	Relocate Street Light	1	EA	$500.00	$500.00
23	Mobilization and Demobilization	1	LS	$4,000.00	$4,000.00
24	Maintenance of Traffic	1	LS	$4,000.00	$4,000.00
25	Work allowance	1	LS	$3,000.00	$3,000.00
26	Common Excavation	50	CY	$15.00	$750.00
27	Precast 30" Round Inlet W/ 2'X2' Curb & Gutter Casting	1	EA	$1,000.00	$1,000.00
28	Pipe, 12", RCP	8	LF	$35.00	$280.00
29	Underdrain,6" Perforated Plastic, Group K Pipe (inc. #8 Aggregate Backfill)	160	LF	$6.50	$1,040.00
30	Line, Thermoplastic, Solid White 24",Stop Bar (Piano Keys)	1867	LF	$7.00	$13,069.00
31	Line, Paint, Solid White 4", (Cross walk)	5350	LF	$0.10	$535.00
32	Asphalt / Concrete pavement repair (See detail)	20	SY	$50.00	$1,000.00
33	Curb turn out (complete in place)	1	EA	$250.00	$250.00

Southwick Village Water Main Replacement/Concrete Repair
RESOLUTION NO. 66272/12373

RESOLUTION BY THE BOARD OF PUBLIC WORKS of the City of Fort Wayne, Indiana that:

This is a combined project between City Utilities and Public Works. The project will combine water main replacement and concrete street repairs. Combining these projects will be a benefit to the residents of Southwick Village and to the City. There will be a lower cost associated with the combined project and construction will be coordinated by one contractor to complete two major construction projects simultaneously.

Contract A
Includes the installation of 14,720 linear feet of 6-inch water main and 3,731 linear feet of 12-inch water main replacement and associated hydrants, valves, and all other appurtenances.

Said improvements with all their appurtenances shall be constructed in accordance with the plans and specifications titled, "2014 Water Main Replacement Package 2"

Declares the cost of the said improvements shall be paid by the funds from the Fort Wayne Water Utility (Revenue).

Declares the project is necessary for the protection of public health and welfare of the inhabitants of the area and the safeguarding of property within the area.

Declares that this project is of public utility benefit.

States there is no cost associated with the purchase of any land associated with this project.

Declares the engineer's estimate of the project's total cost is $524,000.

Contract B
That it is deemed necessary to improve: Removal and replacement of approximately 21,777 SY of concrete pavement for streets and residential drives, wingwalks & ramps, and sidewalk also including aggregate base, curb and gutter, perforated underdrains, top soil, hydroseeding, and maintenance of traffic.

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

APPROVED THIS 5th DAY OF March, 2013.

BOARD OF PUBLIC WORKS

BY: _____
Robert P. Kennedy, Chairman

BY: _____
Mike Avila, Member

BY: _____
Kumar Menon, Member

ATTEST: _____
Victoria Edwards, Clerk

IMPROVEMENT RESOLUTION NO. 12363

North Clinton Street/ Fairington Dr. Intersection Improvements
WO# 12363

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA.

That it is deemed necessary to improve: Intersection by constructing concrete left turn lanes, pedestrian crosswalk, walk wait signals, pedestrian crosswalk lane markings, sidewalks, ramps, curbs and restoration.

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 19th day of March, 2014.

BOARD OF PUBLIC WORKS

Robert Kennedy, Chairman

Mike Avila

Mike Avila, Member

Kumar Menon, Member

ATTEST: Victoria Edwards
Victoria Edwards, Clerk

BID
CONTRACTOR:

proj: N. Clinton /Farrington Dr. - Intersection Improvements

RES. NO.: 12363
W.O. NO.: 12363

TOTAL BID AMT: _____

required completion date: 8/29/2014

Note: Contractor will be paid on measured quantities only at unit price bid. Any form of correction within the area of unit prices, extensions, or total on this bid must be initialed by the bidder and will be noted at the time of opening.

Contractors Signature

ITEM NO.	ITEM	PLAN QUANTITY	UNIT	UNIT COST ($)	AMOUNT ($)
1	Removal Guard Rail	420	LF		
2	Common Excavation	233	CY		
3	Removal of Concrete	15	SY		
4	Removal of Pavement	64	SY		
5	Removal of Curb	80	LF		
6	Remove Existing Concrete Light Base/Backfill Hole	1	EA		
7	24" x 60" Concrete Base , In Place	1	EA		
8	Existing Light Pole, Remove, Reset, and Rewire	1	EA		
9	Type III Curb	250	LF		
10	Type II- A Curb	460	LF		
11	Inlet Type I-C	1	EA		
12	Pipe, 12" HDEP (including No. 53 Agg. Backfill & class B Bedding)	40	LF		
13	Concrete Sidewalk 4"	72	SY		
14	Concrete Wingwalk & Curb Ramps	36	SY		
15	ADA solutions, Armor- Tile , or Approved Equal " Replaceble 2'x5' Composite,Wetset tactile warning Surface	4	EA		
16	Concrete Pavement, Plain 9"(high early)	675	SY		
17	24" Manhole Frame and Cover Type A	1	EA		
18	Type "O" Compacted Aggregate for Base, No 53	150	TON		
19	Tree Removal (18")	1	EA		
20	Arrow Board	14	DAYS		
21	Mobilization/ Demobilization	1	LS		
22	Maintenance of Traffic	1	LS		
23	Work Allowance	1	LS	$2,500.00	
24	Top Soil	50	TON		

25	Hydroseeding with Hydrostik or equal replacement Polymer for Erosion and Sediment Control	175	SY		
26	Relocate Traffic Hand Hole, Complete in Place	2	LS		
27	Traffic Signal Head, 5-Section, 12"(R.A.G.AA.GA.), all LED's	2	EA		
28	7c/14 Signal Cable	350	LF		
29	2" Steel Conduit	300	LF		
30	18" LED Pedestrian Signal , Countdown	2	EA		
31	24" Stop Bar Pavement Markings, Paint	80	LF		
32	Line, Paint, Broke Yellow 4"	120	LF		
33	Line, Solid Yellow , 4"	500	LF		
37	Line, Solid Yellow , Crosshatch , 12"	175	LF		
33	Line,Solid Yellow , 8"	1085	LF		
36	Transverse Marking, Paint, Lane Direction Arrow	2	EA		
37	Line, Remove (Solid White @ Clinton under crosswalk)	72	LF		
38	Pedestrian Push Button (Type A with signs)	3	EA		
39	Detector Housing	2	EA		
40	Remove Over Head Sign	2	EA		
41	Traffic Sign, W11-2 30"x30" (Ped X-ing Adv.)	2	EA		
42	Traffic Sign, W16-7pl 24'X12" (Suppl. Arrow)	2	EA		
43	Traffic Sign, (Span Mounted), R10-12 24"x 30" (Lft. Yield Gn. Ball)	2	EA		
44	1 C / 14 Signal Wire	1000	LF		
45	Saw cut and Sealer	300	LF		
46	Traffic Sign on Post Wll-2 (36x36) and W 16-7p	2	EA		
47	Center Curb and Delineators (Impact Recovery Systems "Tuff Curb") or Approved Equal (Delineator Post Spacing to be 10'-every	150	LF		
48	2C/14 Signal Wire	250	LF		
49	Pedestrian Phase load Switch	2	EA		
50	Controler, Reset Timing	1	EA		
51	Conduit Intercept	5	EA		

ESTIMATE OF QUANTITIES

RES. NO.: 12363
W.O. NO.: 12363

proj: N. Clinton /Farrington Dr. - Intersection Improvements

Bid Estimate: $105,695.75
estimated e&i: $16,911.32
Total estimate: $122,607.07

Date: 1/22/2014

ITEM NO.	ITEM	PLAN QTY	UNIT	UNIT COST ($)	AMOUNT ($)
1	Removal Guard Rail	420.00	LF	$0.00	$0.00
2	Common Excavation	233.00	CY	15.00	$3,495.00
3	Removal of Concrete	15.00	SY	8.00	$120.00
4	Removal of Pavement	64.00	SY	12.00	$768.00
5	Removal of Curb	80.00	LF	5.00	$400.00
6	Remove Existing Concrete Light Base/Backfill Hole	1.00	EA	600.00	$600.00
7	24" x 60" Concrete Base , In Place	1.00	EA	750.00	$750.00
8	Existing Light Pole, Remove, Reset, and Rewire	1.00	EA	500.00	$500.00
9	Type III Curb	250.00	LF	18.00	$4,500.00
10	Type II- A Curb	460.00	LF	9.00	$4,140.00
11	Inlet Type I-C	1.00	EA	1,500.00	$1,500.00
12	Pipe, 12" HDEP (including No. 53 Agg. Backfill & class B Bedding)	40.00	LF	20.00	$800.00
13	Concrete Sidewalk 4"	72.00	SY	30.00	$2,160.00
14	Concrete Wingwalk & Curb Ramps	36.00	SY	40.00	$1,440.00
15	ADA solutions, Armor- Tile , or Approved Equal " Replaceble 2'x5' Composite,Wetset tactile warning Surf	4.00	EA	220.00	$880.00
16	Concrete Pavement, Plain 9"(high early)	675.00	SY	45.00	$30,375.00
17	24" Manhole Frame and Cover Type A	1.00	EA	500.00	$500.00
18	Type "O" Compacted Aggregate for Base, No 53	150.00	TON	15.00	$2,250.00
19	Tree Removal (18")	1.00	EA	400.00	$400.00
20	Arrow Board	14.00	DAYS	40.00	$560.00
21	Mobilization/ Demobilization	1.00	LS	2,500.00	$2,500.00
22	Maintenance of Traffic	1.00	LS	3,000.00	$3,000.00

ESTIMATE OF QUANTITIES

RES. NO.: 12363
W.O. NO.: 12363

proj: N. Clinton /Farrington Dr. - Intersection Improvements

Bid Estimate: $105,695.75
estimated e&i: $16,911.32
Total estimate: $122,607.07

Date: 1/22/2014

ITEM NO.	ITEM	PLAN QTY	UNIT	UNIT COST ($)	AMOUNT ($)
23	Work Allowance	1.00	LS	2,500.00	$2,500.00
24	Top Soil	50.00	TON	18.00	$900.00
25	Hydroseeding with Hydrostik or equal replacement Polymer for Erosion and Sediment Control	175.00	SY	3.00	$525.00
26	Relocate Traffic Hand Hole, Complete in Place	2.00	LS	2,500.00	$5,000.00
27	Traffic Signal Head, 5-Section, 12"(R.A.G.AA.GA.), all LED's	2.00	EA	1,200.00	$2,400.00
28	7c/14 Signal Cable	350.00	LF	1.90	$665.00
29	2" Steel Conduit	300.00	LF	35.00	$10,500.00
30	18" LED Pedestrian Signal , Countdown	2.00	EA	750.00	$1,500.00
31	24" Stop Bar Pavement Markings, Paint	80.00	LF	7.00	$560.00
32	Line, Paint, Broke Yellow 4"	120.00	LF	0.25	$30.00
33	Line, Solid Yellow , 4"	500.00	LF	0.25	$125.00
34	Line, Solid Yellow , Crosshatch , 12"	175.00	LF	0.75	$131.25
35	Line,Solid Yellow , 8"	1,085.00	LF	0.50	$542.50
36	Transverse Marking, Paint, Lane Direction Arrow	2.00	EA	100.00	$200.00
37	Line, Remove (Solid White @ Clinton under crosswalk)	72.00	LF	0.75	$54.00
38	Pedestrian Push Button (Type A with signs)	3.00	EA	375.00	$1,125.00
39	Detector Housing	2.00	EA	700.00	$1,400.00
40	Remove Over Head Sign	2.00	EA	75.00	$150.00
41	Traffic Sign, W11-2 30"x30" (Ped X-ing Adv.)	2.00	EA	100.00	$200.00
42	Traffic Sign, W16-7pl 24'X12" (Suppl. Arrow)	2.00	EA	100.00	$200.00
43	Traffic Sign, (Span Mounted), R10-12 24"x 30" (Lft. Yield Gn. Ball)	2.00	EA	100.00	$200.00
44	1 C / 14 Signal Wire	1,000.00	LF	0.85	$850.00
45	Saw cut and Sealer	300.00	LF	13.00	$3,900.00
46	Traffic Sign on Post Wll-2 (36x36) and W 16-7p	2.00	EA	275.00	$550.00
47	Center Curb and Delineators (Impact Recovery Systems "Tuff Curb") or Approved Equal (Delineator Post Spacing to be 10'-every third curb section)	150.00	LF	$40.00	$6,000.00
48	2C/14 Signal Wire	250	LF	$1.00	$250.00
49	Pedestrian Phase load Switch	2	EA	$300.00	$600.00
50	Controler, Reset Timing	1	EA	$500.00	$500.00
51	Conduit Intercept	5	EA	$500.00	$2,500.00

IMPROVEMENT RESOLUTION NO. 12369

2014 – PUBLIC SIDEWALK CURB RAMP PACKAGE B
WORK ORDER NO. 12369

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA.

That it is deemed necessary to improve: ADA concrete wing walk, ramps, tactile warning surfaces, sidewalks, spot repair of street pavement, pavement markings and restoration.

A total of approximately 145 corners will be reconstructed with connecting walks and ramps. This construction will center on several schools and neighborhoods in the 4th, 5th and 6th Council Districts.

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 19th day of March, 2014.

BOARD OF PUBLIC WORKS

Robert Kennedy, Chairman

Mike Avila, Member

Kumar Menon, Member

ATTEST: Victoria Edwards
Victoria Edwards, Clerk

ESTIMATE OF QUANTITIES

RES. NO.: 12369
W.O. NO.: 12369

proj: 2014 - Public Sidewalk Curb Ramp Package B

Bid Estimate: $219,131.00
estimated e&i: $54,782.75
Total estimate: $273,913.75

Date:

ITEM NO.	ITEM	PLAN QTY	UNIT	UNIT PRICE ($)	AMOUNT ($)
1	Removal of Concrete	2428	SY	$6.00	$14,568.00
2	Removal of Pavement	100	SY	$6.00	$600.00
3	Removal of Curb	928	LF	$6.00	$5,568.00
4	Concrete Sidewalk (4")	970	SY	$24.00	$23,280.00
5	Concrete Wingwalk & Ramps (6")	1256	SY	$40.00	$50,240.00
6	Concrete Curb Type I-B, Type II-B, Type II-A and Type III	1134	LF	$15.00	$17,010.00
7	Concrete Curb - Back of Sidewalk (Undistributed Quantity)	350	LF	$10.00	$3,500.00
8	Cement Concrete Pavement, Plain (7") (Includes Type I-A Curb)	100	SY	$25.00	$2,500.00
9	Concrete Curbface Walk	82	SY	$40.00	$3,280.00
10	Water Valves (Valve-Box) Adjusted to Grade	2	EA	$100.00	$200.00
11	ADA Solutions, Armor-Tile or Approved Equal Replaceable 2' x 5' Composit Wetset Tactile Warning Surface Units	168	EA	$200.00	$33,600.00
12	ADA Solutions, Armor-Tile or Approved Equal Surface Mount 2' x 5' Composit Tactile Warning Surface Units	14	EA	$200.00	$2,800.00
13	Castings Adjusted to Grade	20	EA	$100.00	$2,000.00
14	2' by 2' Curb and Gutter Casting, Furnished & Adjusted to Grade	4	EA	$450.00	$1,800.00
15	24" Solid Sanitary Manhole Casting, Furnished & Adjusted to Grade	2	EA	$450.00	$900.00
16	Bed Course Material	400	TN	$15.00	$6,000.00
17	Type "O" Compacted Aggregate for Base, No. 53	20	TN	$15.00	$300.00
18	Top Soil	180	TN	$18.00	$3,240.00
19	Hydroseeding with Polymer for Erosion Control	1100	SY	$2.00	$2,200.00
20	Relocate Street Light Pole	2	EA	$750.00	$1,500.00
21	Line Removal	850	LF	$1.50	$1,275.00
22	Pavement Marking, White, Epoxy Paint, 24" Crosswalk (Piano Key)	390	LF	$4.00	$1,560.00
23	Pavement Marking, White, Thermoplastic, 24" Crosswalk (Piano Key)	1860	LF	$4.00	$7,440.00
24	Pavement Marking, White, Epoxy Paint, 24" Stop Bar	36	LF	$10.00	$360.00
25	Pavement Marking, White, Thermoplastic, 24" Stop Bar	180	LF	$6.00	$1,080.00
26	Versa Lok Non-Weathered Standard Modular Concrete Retaining Wall	80	SF	$40.00	$3,200.00
27	Signal Cable, 7c/14 Ga.	400	LF	$1.25	$500.00
28	Pedestrian Signal Head W/Countdown - 12"	4	EA	$500.00	$2,000.00
29	Pedestrian Push Button	4	EA	$200.00	$800.00
30	Controllor, Reset Timing	1	EA	$500.00	$500.00
31	Pedestrian Push Button Signs on Pole	4	EA	$225.00	$900.00
32	Pedestrian Phase Load Switch	2	EA	$300.00	$600.00
33	Pedestrian Crossing Signs (W11-2 & W16-7pl) on 12' U- Channel Post	6	EA	$175.00	$1,050.00
34	Sediguard Inlet Protection Device or Approved Equal	26	EA	$40.00	$1,040.00
35	Maintenance of Traffic	1	LS	$7,440.00	$7,440.00
36	Mobilization / Demobilization	1	LS	$9,300.00	$9,300.00
37	Work Allowance	1	LS	$5,000.00	$5,000.00

BID

CONTRACTOR:

proj: 2014 - Public Sidewalk Curb Ramp Package B

RES. NO.: 12369
W.O. NO.: 12369

TOTAL BID AMT: _____

required completion date: August 15th, 2014

Note: Contractor will be paid on measured quantities only at unit price bid. Any form of correction within the area of unit prices, extensions, or total on this bid must be initialed by the bidder and will be noted at the time of opening.

Bid Date:

Contractors Signature

ITEM NO.	ITEM	PLAN QUANTITY	UNIT	UNIT PRICE ($)	AMOUNT ($)
1	Removal of Concrete	2428	SY		
2	Removal of Pavement	100	SY		
3	Removal of Curb	928	LF		
4	Concrete Sidewalk (4")	970	SY		
5	Concrete Wingwalk & Ramps (6")	1256	SY		
6	Concrete Curb Type I-B, Type II-B, Type II-A and Type III	1134	LF		
7	Concrete Curb - Back of Sidewalk (Undistributed Quantity)	350	LF		
8	Cement Concrete Pavement, Plain (7") (Includes Type I-A Curb)	100	SY		
9	Concrete Curbface Walk	82	SY		
10	Water Valves (Valve-Box) Adjusted to Grade	2	EA		
11	ADA Solutions, Armor-Tile or Approved Equal Replaceable 2' x 5' Composit Wetset Tactile Warning Surface Units	168	EA		
12	ADA Solutions, Armor-Tile or Approved Equal Surface Mount 2' x 5' Composit Tactile Warning Surface Units	14	EA		
13	Castings Adjusted to Grade	20	EA		
14	2' by 2' Curb and Gutter Casting, Furnished & Adjusted to Grade	4	EA		
15	24" Solid Sanitary Manhole Casting, Furnished & Adjusted to Grade	2	EA		
16	Bed Course Material	400	TN		
17	Type "O" Compacted Aggregate for Base, No. 53	20	TN		
18	Top Soil	180	TN		
19	Hydroseeding with Polymer for Erosion Control	1100	SY		
20	Relocate Street Light Pole	2	EA		
21	Line Removal	850	LF		
22	Pavement Marking, White, Epoxy Paint, 24" Crosswalk (Piano Key)	390	LF		
23	Pavement Marking, White, Thermoplastic, 24" Crosswalk (Piano Key)	1860	LF		
24	Pavement Marking, White, Epoxy Paint, 24" Stop Bar	36	LF		

25	Pavement Marking, White, Thermoplastic, 24" Stop Bar	180	LF		
26	Versa Lok Non-Weathered Standard Modular Concrete Retaining Wall	80	SF		
27	Signal Cable, 7c/14 Ga.	400	LF		
28	Pedestrian Signal Head W/Countdown - 12"	4	EA		
29	Pedestrian Push Button	4	EA		
30	Controllor, Reset Timing	1	EA		
31	Pedestrian Push Button Signs on Pole	4	EA		
32	Pedestrian Phase Load Switch	2	EA		
33	Pedestrian Crossing Signs (W11-2 & W16-7pl) on 12' U- Channel Post	6	EA		
34	Sediguard Inlet Protection Device or Approved Equal	26	EA		
36	Maintenance of Traffic	1	LS		
36	Mobilization / Demobilization	1	LS		
37	Work Allowance	1	LS	$5,000.00	

IMPROVEMENT RESOLUTION NO. 12375

FOURTH STREET BRICK REPLACEMENT
WORK ORDER NO. 12375

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA.

That it is deemed necessary to improve: Fourth Street from Barthold Street to Alley west of Wells Street with spot reconstruction of the brick pavement.

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 19th day of March, 2014.

BOARD OF PUBLIC WORKS

Robert Kennedy, Chairman

Mike Avila, Member

Kumar Menon, Member

ATTEST: Victoria Edwards

Victoria Edwards, Clerk

BID
CONTRACTOR:

proj: Fourth Street Brick Replacement

RES. NO.: 12375
W.O. NO.: 12375

TOTAL BID AMT: _____

required completion date: August 15th, 2014

Note: Contractor will be paid on measured quantities only at unit price bid. Any form of correction within the area of unit prices, extensions, or total on this bid must be initialed by the bidder and will be noted at the time of opening.

Bid Date:

Contractors Signature

ITEM NO.	ITEM	PLAN QUANTITY	UNIT	UNIT PRICE ($)	AMOUNT ($)
1	Removal of Curb	2260	LF		
2	Removal of Pavement (Concrete / Brick / Asphalt)	1790	SY		
3	Concrete Removal	655	SY		
4	Concrete Curb Type III	2260	LF		
5	Concrete Sidewalk (4")	635	SY		
6	Concrete Pavement for Residential Drives (6")	20	SY		
7	Concrete Pavement for Alley Drives (8")	90	SY		
8	Brick Pavement - Utilizing Existing Brick	850	SY		
9	Brick Pavement - Utilizing Salvaged Brick Furnished by the City	850	SY		
10	Type "O" Compacted Aggregate for Base, No. 53	300	TN		
11	Castings Adjusted to Grade	3	EA		
12	Water Valve (Valve Box) Adjusted to Grade	1	EA		
13	Tree Removal	2	EA		
14	Hydroseeding for Erosion Control	550	SY		
15	Top Soil	100	TN		
16	Backfill Behind Curb	120	TN		
17	ADA Solutions, Armor-Tile or Approved Equal Surface Mount 2' x 5' Composit Tactile Warning Surface Units	7	EA		
18	Construction Signs Type - A	4	EA		
19	Standard Barricade, Type III	2	EA		
20	Mobilization and Demobilization	1	LS		
21	Maintenance of Traffic	1	LS		
22	Remove and Re-set Existing Pavers in Parkstrip as Needed	45	SY		
23	Work Allowance	1	LS	$5,000.00	

ESTIMATE OF QUANTITIES

RES. NO.: 12375
W.O. NO.: 12375

proj: Fourth Street Brick Replacement

Bid Estimate: $310,986.00
estimated e&i: $75,000.00
Total estimate: $385,986.00

Date:

ITEM NO.	ITEM	PLAN QTY	UNIT	UNIT PRICE ($)	AMOUNT ($)
1	Removal of Curb	2260	LF	$5.00	$11,300.00
2	Removal of Pavement (Concrete / Brick / Asphalt)	1790	SY	$10.00	$17,900.00
3	Concrete Removal	655	SY	$6.00	$3,930.00
4	Concrete Curb Type III	2260	LF	$11.00	$24,860.00
5	Concrete Sidewalk (4")	635	SY	$25.00	$15,875.00
6	Concrete Pavement for Residential Drives (6")	20	SY	$27.00	$540.00
7	Concrete Pavement for Alley Drives (8")	90	SY	$32.00	$2,880.00
8	Brick Pavement - Utilizing Existing Brick	850	SY	$115.00	$97,750.00
9	Brick Pavement - Utilizing Salvaged Brick Furnished by the City	850	SY	$110.00	$93,500.00
10	Type "O" Compacted Aggregate for Base, No. 53	300	TN	$15.00	$4,500.00
11	Castings Adjusted to Grade	3	EA	$150.00	$450.00
12	Water Valve (Valve Box) Adjusted to Grade	1	EA	$50.00	$50.00
13	Tree Removal	2	EA	$750.00	$1,500.00
14	Hydroseeding for Erosion Control	550	SY	$2.00	$1,100.00
15	Top Soil	100	TN	$15.00	$1,500.00
16	Backfill Behind Curb	120	TN	$10.00	$1,200.00
17	ADA Solutions, Armor-Tile or Approved Equal Surface Mount 2' x 5' Composit Tactile Warning Surface Units	7	EA	$200.00	$1,400.00
18	Construction Signs Type - A	4	EA	$80.00	$320.00
19	Standard Barricade, Type III	2	EA	$65.00	$130.00
20	Mobilization and Demobilization	1	LS	$10,745.00	$10,745.00
21	Maintenance of Traffic	1	LS	$13,431.00	$13,431.00
22	Remove and Re-set Existing Pavers in Parkstrip as Needed	45	SY	$25.00	$1,125.00
23	Work Allowance	1	LS	$5,000.00	$5,000.00

IMPROVEMENT RESOLUTION NO. 12379

CROWN COLONY ADDITION – CONCRETE STREET IMPROVEMENTS
WORK ORDER NO. 12379

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA.

That it is deemed necessary to improve: CROWN COLONY ADDITION IMPROVEMENTS BY RECONSTRUCTION OF THE CONCRETE ROADWAY, I.E. PARTIAL CONCRETE PAVEMENT REPLACEMENT; WHICH INCLUDES INTREGAL CURBS, UNDERDRAIN, SEWER UP-GRADES AND CASTING REPLACEMENT, UP-GRADED CURB-RAMPS, SIDEWALK REPAIRS, TOPSOIL AND HYDRO-SEED RESTORATION.

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 19th day of March, 2014.

BOARD OF PUBLIC WORKS

Robert Kennedy, Chairman

Mike Avila, Member

Kumar Menon, Member

ATTEST: Victoria Edwards
Victoria Edwards, Clerk

BID
CONTRACTOR:

proj: Crown Colony Addition - Concrete Street Improvements - BASE BID

RES. NO.: 12379
W.O. NO.: 12379

TOTAL BID AMT: _____

required completion date: May 24, 2015

Note: Contractor will be paid on measured quantities only at unit price bid. Any form of correction within the area of unit prices, extensions, or total on this bid must be initialed by the bidder and will be noted at the time of opening.

Bid Date: Wednesday, April 02, 2014

Contractors Signature _____

ITEM NO.	ITEM	PLAN QUANTITY	UNIT	UNIT PRICE ($)	AMOUNT ($)
1	Mobilization / Demobilization	1	LS		
2	Removal of Concrete Pavement	40000	SY		
3	Removal of Concrete	9155	SY		
4	Cement Concrete Pavement, Plain 7" Class A (includes Type I-A Curb)	40000	SY		
5	Concrete Pavement for Residential Drive (6")	2800	SY		
6	Concrete Wingwalk and Ramps (6")	800	SY		
7	Concrete Sidewalk (4")	5555	SY		
8	Type "O" compacted Aggregate for Base No. 53	7000	TN		
9	Bedcourse	1250	TN		
10	Backfill Behind Curb (Borrow)	1800	TN		
11	1" Expansion Joint	1800	LF		
12	ADA Solutions, Armor-Tile, or Armorcast Products "Replaceable" 2' x 5' Composite, "Wetset", Tactile Warning Surface Unit - Brick Red	60	EA		
13	ADA Solutions, Armor-Tile, or Armorcast Products 2' x 4' Composite, "Surface Mount", Tactile Warning Unit - Brick Red	10	EA		
14	2' x 2' Alley Casting, Furnish & Adjust To Grade	2	EA		
15	2' x 2' Curb & Gutter Casting, Furnish & Adjust To Grade	49	EA		
16	24" Solid Storm Manhole Casting, Furnish & Adjust To Grade	5	EA		
17	24" Sanitary Manhole Casting, Furnish & Adjust To Grade	20	EA		
18	Casting, Adjust To Grade	3	EA		
19	24" Inlet (installed, complete-in-place)	5	EA		
20	2' x 2' Inlet (installed, complete-in-place)	2	EA		
21	2' x 3' Inlet (installed, complete-in-place)	1	EA		
22	Pipe, 12" Dia. Ductile - Cl. 350 includes #53 / #73 Aggregate Backfill (installed, complete-in-place)	360	LF		
23	Pipe, 12" RCP - Cl. IV, includes #53 / #73 Aggregate Backfill (installed, complete-in-place)	15	LF		
24	Underdrain,6" Perforated Plastic, Group K Pipe (inc. #8 Aggregate Backfill)	10500	LF		
25	Water Valve-Box, Adjusted to Grade	15	EA		
26	Water Curb-Box "Undistributed", Adjusted to Grade	1	EA		
27	Top Soil	900	TN		
28	Hydroseeding with Hydrostik or Equivalent Polymer for Erosion and Sediment Control	11000	SY		
29	Tree, Remove (12" - 24")	40	EA		
30	Tree, Remove (25" - 36")	7	EA		
31	Tree Stump, Remove	5	EA		
32	Sediguard Inlet Protection Device or Approved Equivalent for Sediment Control	68	EA		
33	Construction Signs, Type A	45	EA		
34	Standard Barricade, Type III-B	44	EA		
35	Standard Barricade, Type III-B With Signs, Type B Construction	22	EA		
36	Maintenance of Traffic	1	LS		
37	Work Allowance	1	LS	$20,000.00	

ESTIMATE OF QUANTITIES

RES. NO.: 12379
W.O. NO.: 12379

proj: Crown Colony Addition - Concrete Street Improvements - BASE BID

Bid Estimate: $1,941,956.25
estimated e&i: $55,000.00
Total estimate: $1,996,956.25

Date: 3/5/2014

ITEM NO.	ITEM	PLAN QTY	UNIT	UNIT PRICE ($)	AMOUNT ($)
1	Mobilization / Demobilization	1	LS	$70,000.00	$70,000.00
2	Removal of Concrete Pavement	40000	SY	$5.25	$210,000.00
3	Removal of Concrete	9155	SY	$5.50	$50,352.50
4	Cement Concrete Pavement, Plain 7" Class A (includes Type I-A Curb)	40000	SY	$23.50	$940,000.00
5	Concrete Pavement for Residential Drive (6")	2800	SY	$25.50	$71,400.00
6	Concrete Wingwalk and Ramps (6")	800	SY	$40.00	$32,000.00
7	Concrete Sidewalk (4")	5555	SY	$23.75	$131,931.25
8	Type "O" compacted Aggregate for Base No. 53	7000	TN	$14.25	$99,750.00
9	Bedcourse	1250	TN	$13.25	$16,562.50
10	Backfill Behind Curb (Borrow)	1800	TN	$0.55	$990.00
11	1" Expansion Joint	1800	LF	$6.00	$10,800.00
12	ADA Solutions, Armor-Tile, or Armorcast Products "Replaceable" 2' x 5' Composite, "Wetset", Tactile Warning Surface Unit - Brick Red	60	EA	$225.00	$13,500.00
13	ADA Solutions, Armor-Tile, or Armorcast Products 2' x 4' Composite, "Surface Mount", Tactile Warning Unit - Brick Red	10	EA	$215.00	$2,150.00
14	2' x 2' Alley Casting, Furnish & Adjust To Grade	2	EA	$375.00	$750.00
15	2' x 2' Curb & Gutter Casting, Furnish & Adjust To Grade	49	EA	$375.00	$18,375.00
16	24" Solid Storm Manhole Casting, Furnish & Adjust To Grade	5	EA	$375.00	$1,875.00
17	24" Sanitary Manhole Casting, Furnish & Adjust To Grade	20	EA	$375.00	$7,500.00
18	Casting, Adjust To Grade	3	EA	$200.00	$600.00
19	24" Inlet (installed, complete-in-place)	5	EA	$1,375.00	$6,875.00
20	2' x 2' Inlet (installed, complete-in-place)	2	EA	$1,950.00	$3,900.00
21	2' x 3' Inlet (installed, complete-in-place)	1	EA	$2,150.00	$2,150.00
22	Pipe, 12" Dia. Ductile - Cl. 350 includes #53 / #73 Aggregate Backfill (installed, complete-in-place)	360	LF	$55.50	$19,980.00
23	Pipe, 12" RCP - Cl. IV, includes #53 / #73 Aggregate Backfill (installed, complete-in-place)	15	LF	$60.00	$900.00
24	Underdrain,6" Perforated Plastic, Group K Pipe (inc. #8 Aggregate Backfill)	10500	LF	$7.50	$78,750.00
25	Water Valve-Box, Adjusted to Grade	15	EA	$150.00	$2,250.00
26	Water Curb-Box "Undistributed", Adjusted to Grade	1	EA	$25.00	$25.00
27	Top Soil	900	TN	$15.00	$13,500.00
28	Hydroseeding with Hydrostik or Equivalent Polymer for Erosion and Sediment Control	11000	SY	$1.90	$20,900.00
29	Tree, Remove (12" - 24")	40	EA	$550.00	$22,000.00
30	Tree, Remove (25" - 36")	7	EA	$925.00	$6,475.00
31	Tree Stump, Remove	5	EA	$950.00	$4,750.00
32	Sediguard Inlet Protection Device or Approved Equivalent for Sediment Control	68	EA	$37.50	$2,550.00
33	Construction Signs, Type A	45	EA	$55.00	$2,475.00
34	Standard Barricade, Type III-B	44	EA	$85.00	$3,740.00
35	Standard Barricade, Type III-B With Signs, Type B Construction	22	EA	$100.00	$2,200.00
36	Maintenance of Traffic	1	LS	$50,000.00	$50,000.00
37	Work Allowance	1	LS	$20,000.00	$20,000.00

BID
CONTRACTOR:

proj: Crown Colony Addition - Concrete Street Improvements - ALTERNATE BID

RES. NO.: 12379
W.O. NO.: 12379

TOTAL BID AMT: _____

required completion date: November 26th, 2014

Note: Contractor will be paid on measured quantities only at unit price bid. Any form of correction within the area of unit prices, extensions, or total on this bid must be initialed by the bidder and will be noted at the time of opening.

Bid Date: Wednesday, April 02, 2014

Contractors Signature _____

ITEM NO.	ITEM	PLAN QUANTITY	UNIT	UNIT PRICE ($)	AMOUNT ($)
1	Mobilization / Demobilization	1	LS		
2	Removal of Concrete Pavement	40000	SY		
3	Removal of Concrete	9155	SY		
4	Cement Concrete Pavement, Plain 7" Class A (includes Type I-A Curb)	40000	SY		
5	Concrete Pavement for Residential Drive (6")	2800	SY		
6	Concrete Wingwalk and Ramps (6")	800	SY		
7	Concrete Sidewalk (4")	5555	SY		
8	Type "O" compacted Aggregate for Base No. 53	7000	TN		
9	Bedcourse	1250	TN		
10	Backfill Behind Curb (Borrow)	1800	TN		
11	1" Expansion Joint	1800	LF		
12	ADA Solutions, Armor-Tile, or Armorcast Products "Replaceable" 2' x 5' Composite, "Wetset", Tactile Warning Surface Unit - Brick Red	60	EA		
13	ADA Solutions, Armor-Tile, or Armorcast Products 2' x 4' Composite, "Surface Mount", Tactile Warning Unit - Brick Red	10	EA		
14	2' x 2' Alley Casting, Furnish & Adjust To Grade	2	EA		
15	2' x 2' Curb & Gutter Casting, Furnish & Adjust To Grade	49	EA		
16	24" Solid Storm Manhole Casting, Furnish & Adjust To Grade	5	EA		
17	24" Sanitary Manhole Casting, Furnish & Adjust To Grade	20	EA		
18	Casting, Adjust To Grade	3	EA		
19	24" Inlet (installed, complete-in-place)	5	EA		
20	2' x 2' Inlet (installed, complete-in-place)	2	EA		
21	2' x 3' Inlet (installed, complete-in-place)	1	EA		
22	Pipe, 12" Dia. Ductile - Cl. 350 includes #53 / #73 Aggregate Backfill (installed, complete-in-place)	360	LF		
23	Pipe, 12" RCP - Cl. IV, includes #53 / #73 Aggregate Backfill (installed, complete-in-place)	15	LF		
24	Underdrain,6" Perforated Plastic, Group K Pipe (inc. #8 Aggregate Backfill)	10500	LF		
25	Water Valve-Box, Adjusted to Grade	15	EA		
26	Water Curb-Box "Undistributed", Adjusted to Grade	1	EA		
27	Top Soil	900	TN		
28	Hydroseeding with Hydrostik or Equivalent Polymer for Erosion and Sediment Control	11000	SY		
29	Tree, Remove (12" - 24")	40	EA		
30	Tree, Remove (25" - 36")	7	EA		
31	Tree Stump, Remove	5	EA		
32	Sediguard Inlet Protection Device or Approved Equivalent for Sediment Control	68	EA		
33	Construction Signs, Type A	45	EA		
34	Standard Barricade, Type III-B	44	EA		
35	Standard Barricade, Type III-B With Signs, Type B Construction	22	EA		
36	Maintenance of Traffic	1	LS		
37	Work Allowance	1	LS	$20,000.00	

ESTIMATE OF QUANTITIES

proj: Crown Colony Addition - Concrete Street Improvements - ALTERNATE BID

RES. NO.: 12379
W.O. NO.: 12379

Bid Estimate: $1,941,956.25
estimated e&i: $55,000.00
Total estimate: $1,996,956.25

Date: 3/5/2014

ITEM NO.	ITEM	PLAN QTY	UNIT	UNIT PRICE ($)	AMOUNT ($)
1	Mobilization / Demobilization	1	LS	$70,000.00	$70,000.00
2	Removal of Concrete Pavement	40000	SY	$5.25	$210,000.00
3	Removal of Concrete	9155	SY	$5.50	$50,352.50
4	Cement Concrete Pavement, Plain 7" Class A (includes Type I-A Curb)	40000	SY	$23.50	$940,000.00
5	Concrete Pavement for Residential Drive (6")	2800	SY	$25.50	$71,400.00
6	Concrete Wingwalk and Ramps (6")	800	SY	$40.00	$32,000.00
7	Concrete Sidewalk (4")	5555	SY	$23.75	$131,931.25
8	Type "O" compacted Aggregate for Base No. 53	7000	TN	$14.25	$99,750.00
9	Bedcourse	1250	TN	$13.25	$16,562.50
10	Backfill Behind Curb (Borrow)	1800	TN	$0.55	$990.00
11	1" Expansion Joint	1800	LF	$6.00	$10,800.00
12	ADA Solutions, Armor-Tile, or Armorcast Products "Replaceable" 2' x 5' Composite, "Wetset", Tactile Warning Surface Unit - Brick Red	60	EA	$225.00	$13,500.00
13	ADA Solutions, Armor-Tile, or Armorcast Products 2' x 4' Composite, "Surface Mount", Tactile Warning Unit - Brick Red	10	EA	$215.00	$2,150.00
14	2' x 2' Alley Casting, Furnish & Adjust To Grade	2	EA	$375.00	$750.00
15	2' x 2' Curb & Gutter Casting, Furnish & Adjust To Grade	49	EA	$375.00	$18,375.00
16	24" Solid Storm Manhole Casting, Furnish & Adjust To Grade	5	EA	$375.00	$1,875.00
17	24" Sanitary Manhole Casting, Furnish & Adjust To Grade	20	EA	$375.00	$7,500.00
18	Casting, Adjust To Grade	3	EA	$200.00	$600.00
19	24" Inlet (installed, complete-in-place)	5	EA	$1,375.00	$6,875.00
20	2' x 2' Inlet (installed, complete-in-place)	2	EA	$1,950.00	$3,900.00
21	2' x 3' Inlet (installed, complete-in-place)	1	EA	$2,150.00	$2,150.00
22	Pipe, 12" Dia. Ductile - Cl. 350 includes #53 / #73 Aggregate Backfill (installed, complete-in-place)	360	LF	$55.50	$19,980.00
23	Pipe, 12" RCP - Cl. IV, includes #53 / #73 Aggregate Backfill (installed, complete-in-place)	15	LF	$60.00	$900.00
24	Underdrain,6" Perforated Plastic, Group K Pipe (inc. #8 Aggregate Backfill)	10500	LF	$7.50	$78,750.00
25	Water Valve-Box, Adjusted to Grade	15	EA	$150.00	$2,250.00
26	Water Curb-Box "Undistributed", Adjusted to Grade	1	EA	$25.00	$25.00
27	Top Soil	900	TN	$15.00	$13,500.00
28	Hydroseeding with Hydrostik or Equivalent Polymer for Erosion and Sediment Control	11000	SY	$1.90	$20,900.00
29	Tree, Remove (12" - 24")	40	EA	$550.00	$22,000.00
30	Tree, Remove (25" - 36")	7	EA	$925.00	$6,475.00
31	Tree Stump, Remove	5	EA	$950.00	$4,750.00
32	Sediguard Inlet Protection Device or Approved Equivalent for Sediment Control	68	EA	$37.50	$2,550.00
33	Construction Signs, Type A	45	EA	$55.00	$2,475.00
34	Standard Barricade, Type III-B	44	EA	$85.00	$3,740.00
35	Standard Barricade, Type III-B With Signs, Type B Construction	22	EA	$100.00	$2,200.00
36	Maintenance of Traffic	1	LS	$50,000.00	$50,000.00
37	Work Allowance	1	LS	$20,000.00	$20,000.00

IMPROVEMENT RESOLUTION NO. 12400

AIRPORT DRIVE CONCRTETE STREET REPAIRS
WORK ORDER NO. 12400

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA.

That it is deemed necessary to improve: **THE CONTRACTOR SHALL FURNISH ALL LABOR, INSURANCE, EQUIPMENT, MATERIALS AND POWER FOR THE COMPLETE PERFORMANCE OF THE FOLLOWING PROJECT, AS FOLLOWS: AIRPORT DRIVE FROM AIRPORT EXPRESSWAY TO FERGUSON ROAD; BY RECONSTRUCTION OF CONCRETE ROADWAY, I.E. CONCRETE PAVEMENT REPLACEMENT, PAVEMENT JOINT REPAIR; WHICH INCLUDES, INTEGRAL CURBS, DRIVE APPROACHES, CASTING ADJUSTMENT TO STORM SEWER STRUCTURES, CULVERT PIPE REPLACEMENT, ASPHALT PATCHING, STONE SHOULDER, TOPSOIL AND HYDRO-SEED RESTORATION.**

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 19th day of March, 2014.

BOARD OF PUBLIC WORKS

Robert Kennedy, Chairman

Mike Avila, Member

Kumar Menon, Member

ATTEST: Victoria Edwards
Victoria Edwards, Clerk

ESTIMATE OF QUANTITIES

RES. NO.: 12400
W.O. NO.: 12400

proj: AIRPORT DRIVE - FERGUSON TO AIRPORT EXPRESSWAY

Bid Estimate: $861,161.00
estimated e&i: $43,000.00
Total estimate: $904,161.00

Date: 3/7/2014

ITEM NO.	ITEM	PLAN QTY	UNIT	UNIT PRICE ($)	AMOUNT ($)
1	Removal of Pavement	11555	SY	$8.00	$92,440.00
2	Removal of Concrete	805	SY	$7.00	$5,635.00
3	Cement Concrete Pavement, Plain 9"	11555	SY	$40.00	$462,200.00
4	Type "O" Compacted Aggregate for Base, No. 53.	1256	TN	$10.00	$12,560.00
5	Backfill Behind Curbs	85	TN	$7.00	$595.00
6	Topsoil	27	TN	$15.00	$405.00
7	Hydroseeding with Hydrostik or Equivalent Polymer for Erosin Control	162	SY	$2.00	$324.00
8	Work Allowance	1	LS	$37,000.00	$37,000.00
9	Sediguard Inlet Protection Device of Approved Equal	8	EA	$50.00	$400.00
10	2'x2' Inlet, Complete in Place	1	EA	$1,500.00	$1,500.00
11	2'x2' Curb & Gutter Casting, Furnish and Adjust to Grade	2	EA	$375.00	$750.00
12	Curb Removal	897	LF	$6.00	$5,382.00
13	Concrete Curb Type "II-B"	15	LF	$15.00	$225.00
14	Concrete Curbe Type II-A, Includes #4, deformed reinforced bar	882	LF	$11.00	$9,702.00
15	Concrete for Commercial Drive (9")	805	SY	$40.00	$32,200.00
16	Bituminous Mix for Patching (220#/SY/IN)	21	TN	$100.00	$2,100.00
17	Type "O" Compacted Aggregate for Shoulders and Drives, No. 53. (Undistributed)	168	TN	$10.00	$1,680.00
18	(24") MH Casting, Adjusted to Grade	2	EA	$200.00	$400.00
19	2'x2' Alley Casting, Furnished and Adjusted to Grade	1	EA	$500.00	$500.00
20	1" Expansion Joint with Load Transfer	328	LF	$11.00	$3,608.00
21	Contraction Joint, Type D-1	4900	LF	$9.00	$44,100.00
22	16" Ductile Iron Pipe-Including Bedding and Backfill	145	LF	$125.00	$18,125.00
23	Inlet, Remove	1	EA	$500.00	$500.00
24	Metal End Sections for 16" Ductile Pipe	2	EA	$300.00	$600.00
25	Line, Epoxy Paint, Center, Solid, Yellow, 4 in	2400	LF	$5.00	$12,000.00
26	Line, Paint, Center, Solid, Yellow, 4 in	400	LF	$1.00	$400.00
27	Line, Paint, Center,Broken, Yellow, 4 in	140	LF	$1.00	$140.00
28	Line, Epoxy Pain, Center, Broken, Yellow, 4 in	700	LF	$5.00	$3,500.00
29	Line, Epoxy Paint, Edge, White, Solid, 4 in	5500	LF	$5.00	$27,500.00
30	Line, Epoxy Paint, Lane, Solid, White, 4 in	800	LF	$5.00	$4,000.00
31	Transverse Marking, Thermoplastic Solid White,Stop Bar, 24 in	20	LF	$5.00	$100.00
32	Transverse Marking, Thermoplastic, White, Lane Indication Arrow	2	EA	$100.00	$200.00

33	Message, Thermoplastic, White, Word "RXR"	1	EA	$350.00	$350.00
34	Temporary Pavement Marking, Yellow, Paint, 4' line 36' gap	800	LF	$0.85	$680.00
35	Temporary, Pavement Marking, White, Paint, 4' line 36' gap	200	LF	$0.85	$170.00
36	Line, Remove	800	LF	$0.50	$400.00
37	Pavement Message Marking Remove, RXR	1	EA	$50.00	$50.00
38	Flashing Arrow (board) Sign	20	DY	$100.00	$2,000.00
39	Standard Barricade, Type III with Road Closed Sign Assembly	4	EA	$125.00	$500.00
40	Detour Route Marker Assembly	14	EA	$75.00	$1,050.00
41	Construction Sign, Type-A	8	EA	$60.00	$480.00
42	Standard Barricade, Type III with Road Closed Local Traffic Only Signage	4	EA	$125.00	$500.00
43	Mobilization/Demobilization	1	LS	$41,000.00	$41,000.00
44	Maintenance of Traffic	1	LS	$32,800.00	$32,800.00
45	1" Expansion Joint	82	LF	$5.00	$410.00

BID
CONTRACTOR:

proj: AIRPORT DRIVE - FERGUSON TO AIRPORT EXPRESSWAY

RES. NO.: 12400
W.O. NO.: 12400

TOTAL BID AMT: _____

required completion date: **August 31, 2014**

Note: Contractor will be paid on measured quantities only at unit price bid. Any form of correction within the area of unit prices, extensions, or total on this bid must be initialed by the bidder and will be noted at the time of opening.

Bid Date:

Contractors Signature

ITEM NO.	ITEM	PLAN QUANTITY	UNIT	UNIT PRICE ($)	AMOUNT ($)
1	Removal of Pavement	11555	SY		
2	Removal of Concrete	805	SY		
3	Cement Concrete Pavement, Plain 9"	11555	SY		
4	Type "O" Compacted Aggregate for Base, No. 53.	1256	TN		
5	Backfill Behind Curbs	85	TN		
6	Topsoil	27	TN		
7	Hydroseeding with Hydrostik or Equivalent Polymer for Erosin Control	162	SY		
8	Work Allowance	1	LS	$37,000.00	
9	Sediguard Inlet Protection Device of Approved Equal	8	EA		
10	2'x2' Inlet, Complete in Place	1	EA		
11	2'x2' Curb & Gutter Casting, Furnish and Adjust to Grade	2	EA		
12	Curb Removal	897	LF		
13	Concrete Curb Type "II-B"	15	LF		
14	Concrete Curbe Type II-A, Includes #4, deformed reinforced bar	882	LF		
15	Concrete for Commercial Drive (9")	805	SY		
16	Bituminous Mix for Patching (220#/SY/IN)	21	TN		
17	Type "O" Compacted Aggregate for Shoulders and Drives, No. 53. (Undistributed)	168	TN		
18	(24") MH Casting, Adjusted to Grade	2	EA		
19	2'x2' Alley Casting, Furnished and Adjusted to Grade	1	EA		
20	1" Expansion Joint with Load Transfer	328	LF		
21	Contraction Joint, Type D-1	4900	LF		
22	16" Ductile Iron Pipe-Including Bedding and Backfill	145	LF		
23	Inlet, Remove	1	EA		
24	Metal End Sections for 16" Ductile Pipe	2	EA		

25	Line, Epoxy Paint, Center, Solid, Yellow, 4 in	2400	LF		
26	Line, Paint, Center, Solid, Yellow, 4 in	400	LF		
27	Line, Paint, Center,Broken, Yellow, 4 in	140	LF		
28	Line, Epoxy Pain, Center, Broken, Yellow, 4 in	700	LF		
29	Line, Epoxy Paint, Edge, White, Solid, 4 in	5500	LF		
30	Line, Epoxy Paint, Lane, Solid, White, 4 in	800	LF		
31	Transverse Marking, Thermoplastic Solid White,Stop Bar, 24 in	20	LF		
32	Transverse Marking, Thermoplastic, White, Lane Indication Arrow	2	EA		
33	Message, Thermoplastic, White, Word "RXR"	1	EA		
34	Temporary Pavement Marking, Yellow, Paint, 4' line 36' gap	800	LF		
35	Temporary, Pavement Marking, White, Paint, 4' line 36' gap	200	LF		
36	Line, Remove	800	LF		
37	Pavement Message Marking Remove, RXR	1	EA		
38	Flashing Arrow (board) Sign	20	DY		
39	Standard Barricade, Type III with Road Closed Sign Assembly	4	EA		
40	Detour Route Marker Assembly	14	EA		
41	Construction Sign, Type-A	8	EA		
42	Standard Barricade, Type III with Road Closed Local Traffic Only Signage	4	EA		
43	Mobilization/Demobilization	1	LS		
44	Maintenance of Traffic	1	LS		
45	1" Expansion Joint	82	LF		

IMPROVEMENT RESOLUTION NO. 12408

TILL ROAD TRAIL – DAWSON'S CREEK BOULEVARD TO PUFFERBELLY TRAIL
WORK ORDER NO. 12408

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA.

That it is deemed necessary to improve: 10' ASPHALT TRAIL ON THE NORTH SIDE OF TILL ROAD FROM DAWSON'S CREEK BOULEVARD TO THE PUFFERBELLY TRAIL WITH WALK ON THE SOUTHEAST CORNER TO CONNECT ACROSS TILL ROAD. TO ALSO INCLUDE: ADA RAMPS, CURBS, ASPHALT PATCHING, HANDRAIL, PAVEMENT MARKINGS, AND HYDROSEED RESTORATION.

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 19th day of March, 2014.

BOARD OF PUBLIC WORKS

Robert Kennedy, Chairman

Mike Avila, Member

Kumar Menon, Member

ATTEST: Victoria Edwards
Victoria Edwards, Clerk

ESTIMATE OF QUANTITIES

RES. NO.: 12408
W.O. NO.: 12408

proj: Till Road Trail - Dawson's Creek Boulevard to Pufferbelly Trail

Bid Estimate: $50,724.00
estimated e&I: $11,208.00
Total estimate: $61,932.00

Date: 2/28/2014

ITEM NO.	ITEM	PLAN QTY	UNIT	UNIT PRICE ($)	AMOUNT ($)
1	Excavation, Common	360	CY	$15.00	$5,400.00
2	HMA Type 'A', 9.5mm Surface	68	TN	$52.00	$3,536.00
3	HMA Type 'A', 19mm Intermediate	135	TN	$42.00	$5,670.00
4	HMA for Tack Coat	0.3	TN	$600.00	$180.00
5	Compacted Aggregate, No. 53, Base	395	TN	$15.00	$5,925.00
6	Corner Wingwalks and Ramps	47	SY	$40.00	$1,880.00
7	Hydroseeding with Hydrostik or Equivalent for Erosion and Sediment Control	800	SY	$2.00	$1,600.00
8	Rip rap, Revetment, 6" (including fabric)	22	SY	$20.00	$440.00
9	Adjust Water Valve Box to Grade	1	EA	$85.00	$85.00
10	Removal of Curbs	71	LF	$7.00	$497.00
11	Concrete Curb, Type III	25	LF	$18.00	$450.00
12	Concrete Curb, Type" I-B"	125	LF	$25.00	$3,125.00
13	Concrete Walk, 4 in.	35	SY	$28.00	$980.00
14	Topsoil	80	TN	$15.00	$1,200.00
15	ADA Solutions, Armor-Tile, Armorcast, or Approved Equal Replaceable Mount 2'x5' Composite Wetset Tactile Warning Surface Units	5	EA	$200.00	$1,000.00
16	HMA Type 'B', 9.5mm Surface	4	TN	$60.00	$240.00
17	HMA Type 'B', 12.5mm Intermediate	24	TN	$50.00	$1,200.00
18	Bed Course Material	12	TN	$15.00	$180.00
19	Transverse Marking, Thermoplastic, Solid White, Stop Bar, 24 in.	22	LF	$10.00	$220.00
20	Transverse Marking, Thermoplastic, Solid White, Piano Keys, 24 in.	250	LF	$10.00	$2,500.00
21	Work Allowance	1	LS	$2,000.00	$2,000.00
22	Hand Rail - Ameristar Majestic Style M3 hand rail (complete in place with footers)	45	LF	$85.00	$3,825.00
23	Construction Sign, Type A	4	EA	$50.00	$200.00
24	3C/6 THWN IN Tray Cable in Bore Tube	101	LF	$11.00	$1,111.00
25	Existing Light Pole Assembly, Remove and Relocate	1	EA	$300.00	$300.00
26	Mobilization/ Demobilization for Electrical	1	LS	$300.00	$300.00
27	Erosion Control Straw Coconut Blankets-SC150 or Approved Equivalent	122	SY	$4.00	$488.00
28	Maintenance of Traffic	1	LS	$1,862.00	$1,862.00
29	Mobilization/ Demobilization	1	LS	$2,330.00	$2,330.00
30	Linear Grading	10	STA	$200.00	$2,000.00

IMPROVEMENT RESOLUTION NO. 12427

EDSALL AVENUE SIDEWALK REPAIRS
WORK ORDER NO. 12427

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA.

That it is deemed necessary to improve: EDSALL AVENUE SIDEWALK REPAIRS FROM NEW HAVEN AVENUE TO REYNOLDS STREET BY RECONSTRUCTION OF CONCRETE SIDEWALKS; WHICH INCLUDES CONCRETE DRIVE AND ALLEY APPROACHES, UP-GRADED CURBRAMPS, STONE BERM, SEWER CASTING REPLACEMENT, CROSSWALK PAVEMENT MARKINGS AT NEW HAVEN AVENUE, TOPSOIL AND HYDRO-SEED RESTORATION.

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 19th day of March, 2014.

BOARD OF PUBLIC WORKS

Robert Kennedy, Chairman

Mike Avila, Member

Kumar Menon, Member

ATTEST: Victoria Edwards
Victoria Edwards, Clerk

ESTIMATE OF QUANTITIES

RES. NO.: 12427
W.O. NO.: 12427

proj: Edsall Avenue Sidewalk Repairs - New Haven Avenue to Renolds Street

Bid Estimate: $42,281.50
estimated e&i: $12,000.00
Total estimate: $54,281.50

Date: 3/5/2014

ITEM NO.	ITEM	PLAN QTY	UNIT	UNIT PRICE ($)	AMOUNT ($)
1	Mobilization / Demobilization	1	LS	$2,200.00	$2,200.00
2	Removal of Concrete	652	SY	$5.50	$3,586.00
3	Removal of Curb	10	LF	$5.50	$55.00
4	Concrete Pavement for Residential Drive (6")	108	SY	$26.50	$2,862.00
5	Concrete Pavement for Commercial Drive (8") Note: Includes sidewalk fronting address #1725 Edsall Avenue	144	SY	$35.00	$5,040.00
6	Concrete Wingwalk and Ramps (6")	40	SY	$40.00	$1,600.00
7	Concrete Sidewalk (4")	460	SY	$22.00	$10,120.00
8	Type "O" Aggregate For Surface, No. 73 (berm area)	42	TN	$15.50	$651.00
9	Bedcourse	95	TN	$15.00	$1,425.00
10	ADA Solutions, Armor-Tile, or Armorcast Products "Replaceable" 2' x 5' Composite, "Wetset", Tactile Warning Surface Unit - Brick Red	4	EA	$225.00	$900.00
11	ADA Solutions, Armor-Tile, or Armorcast Products 2' x 4' Composite, "Surface Mount", Tactile Warning Unit - Brick Red	12	EA	$215.00	$2,580.00
12	24" Sanitary Manhole Casting, Furnish & Adjust To Grade	1	EA	$400.00	$400.00
13	Water Curb-Box "Undistributed", Adjusted to Grade	1	EA	$25.00	$25.00
14	Top Soil	25	TN	$18.00	$450.00
15	Hydroseeding with Hydrostik or Equivalent Polymer for Erosion and Sediment Control	250	SY	$2.00	$500.00
16	Sediguard Inlet Protection Device or Approved Equivalent for Sediment Control	7	EA	$37.50	$262.50
17	Transverse Markings, Paint, Crosswalk 24" (W x 8' L)	112	LF	$55.00	$6,160.00
18	Construction Signs, Type A	9	EA	$85.00	$765.00
19	Maintenance of Traffic	1	LS	$1,200.00	$1,200.00
20	Work Allowance	1	LS	$1,500.00	$1,500.00

BID
CONTRACTOR:

proj: Edsall Avenue Sidewalk Repairs - New Haven Avenue to Renolds Street

RES. NO.: 12427
W.O. NO.: 12427

TOTAL BID AMT: _____

Note: Contractor will be paid on measured quantities only at unit price bid. Any form of correction within the area of unit prices, extensions, or total on this bid must be initialed by the bidder and will be noted at the time of opening.

required completion date: August 15, 2014

Bid Date: Wednesday, April 02, 2014

Contractors Signature _____

ITEM NO.	ITEM	PLAN QUANTITY	UNIT	UNIT PRICE ($)	AMOUNT ($)
1	Mobilization / Demobilization	1	LS		
2	Removal of Concrete	652	SY		
3	Removal of Curb	10	LF		
4	Concrete Pavement for Residential Drive (6")	108	SY		
5	Concrete Pavement for Commercial Drive (8") Note: Includes sidewalk fronting address #1725 Edsall Avenue	144	SY		
6	Concrete Wingwalk and Ramps (6")	40	SY		
7	Concrete Sidewalk (4")	460	SY		
8	Type "O" Aggregate For Surface, No. 73 (berm area)	42	TN		
9	Bedcourse	95	TN		
10	ADA Solutions, Armor-Tile, or Armorcast Products "Replaceable" 2' x 5' Composite, "Wetset", Tactile Warning Surface Unit - Brick Red	4	EA		
11	ADA Solutions, Armor-Tile, or Armorcast Products 2' x 4' Composite, "Surface Mount", Tactile Warning Unit - Brick Red	12	EA		
12	24" Sanitary Manhole Casting, Furnish & Adjust To Grade	1	EA		
13	Water Curb-Box "Undistributed", Adjusted to Grade	1	EA		
14	Top Soil	25	TN		
15	Hydroseeding with Hydrostik or Equivalent Polymer for Erosion and Sediment Control	250	SY		
16	Sediguard Inlet Protection Device or Approved Equivalent for Sediment Control	7	EA		
17	Transverse Markings, Paint, Crosswalk 24" (W x 8' L)	112	LF		
18	Construction Signs, Type A	9	EA		
19	Maintenance of Traffic	1	LS		
20	Work Allowance	1	LS	$1,500.00	

IMPROVEMENT RESOLUTION NO. 51091

2014 DISTRICT 1, 2, AND 4 STREET LIGHTING IMPROVEMENTS
WORK ORDER NO. 51091

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA.

That it is deemed necessary to improve: STREET LIGHTING ON LEEDS LANE, LAKECREST COURT, EMBERS COURT, OAK BOROUGH RUN, HILLCREST DRIVE, SCEPTER COURT, AND WOODWAY DRIVE.

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 19th day of March, 2014.

BOARD OF PUBLIC WORKS

Robert Kennedy, Chairman

Mike Avila, Member

Kumar Menon, Member

ATTEST: Victoria Edwards
Victoria Edwards, Clerk

ESTIMATE OF QUANTITIES

RES. NO.: 51091
W.O. NO.: 51091

proj: 2014 DISTRICT 1, 2, AND 4 STREET LIGHTING IMPROVEMENTS

Bid Estimate: $24,910.00
estimated e&i:
Total estimate: $24,910.00

Date: 3/6/2014

ITEM NO.	ITEM	PLAN QTY	UNIT	UNIT PRICE ($)	AMOUNT ($)
1	72W LED T/C, 16' D.B.F.G. POLE, AND #12 WIRE AS REQUIRED MAP V-14	3	EACH	$1,000.00	$3,000.00
2	3C/6 THWN IN TRAY CABLE IN BORE TUBE MAP V-14	450	LFT	$10.00	$4,500.00
3	72W LED T /C LUMINAIRE ON EXISTING POST MAP V-14	1	EACH	$650.00	$650.00
4	EXISTING T /C LUMINAIRE, REMOVE AND DELIVER TO SLO MAP V-14	1	EACH	$150.00	$150.00
5	EXISTING WOOD POLE, REMOVE AND DISPOSE MAP V-14	1	EACH	$300.00	$300.00
6	EXISTING SPAN, REMOVE MAP V-14	1	EACH	$75.00	$75.00
7	EXISTING COBRA HEAD, REMOVE MAP V-14	1	EACH	$75.00	$75.00
8	EXISTING MAST ARM, REMOVE MAP V-14	1	EACH	$75.00	$75.00
9	MOBILIZATION / DEMOBILIZATION V-14	1	LSUM	$300.00	$300.00
10	3C/6 THWN IN TRAY CABLE IN BORE TUBE MAP U-30	185	LFT	$10.00	$1,850.00
11	72W LED T/C, 16' D.B.F.G. POLE, AND #12 WIRE AS REQUIRED MAP U-30	2	EACH	$1,000.00	$2,000.00
12	RISER ASSEMBLY, 2 INCH, WITH 3C/6 AS REQUIRED MAP U-30	1	EACH	$350.00	$350.00
13	2C/6 AERIAL SPAN WIRE, IN PLACE MAP U-30	1	EACH	$200.00	$200.00
14	MOBILIZATION / DEMOBILIZATION MAP U-30	1	LSUM	$300.00	$300.00
15	100W HPS T/C, 16' D.B.F.G. POLE, AND #12 WIRE AS REQUIRED MAP A-07	1	EACH	$750.00	$750.00
16	3C/6 THWN IN TRAY CABLE IN BORE TUBE MAP A-07	102	LFT	$10.00	$1,020.00
17	MOBILIZATION / DEMOBILIZATION MAP A-07	1	LSUM	$300.00	$300.00
18	3C/6 THWN IN TRAY CABLE IN BORE TUBE MAP T-30	155	LFT	$10.00	$1,550.00
19	100W HPS COBRA, IN PLACE MAP T-30	1	EACH	$260.00	$260.00
20	30' EMBEDDED ALUMINUM POLE AND #12 WIRE AS REQUIRED MAP T-30	1	EACH	$900.00	$900.00
21	MAST ARM, 6', IN PLACE MAP T-30	1	EACH	$170.00	$170.00
22	#12 WIRE AS REQUIRED IN EXISTING POLE #041 MAP T-30	1	LSUM	$100.00	$100.00
23	MOBILIZATION / DEMOBILIZATION MAP T-30	1	LSUM	$300.00	$300.00
24	3C/6 THWN IN TRAY CABLE, IN BORE TUBE MAP T-30 SITE 2	356	LFT	$10.00	$3,560.00
25	100W HPS T/C, 16' D.B.F.G. POLE, AND #12 WIRE AS REQUIRED MAP T-30 SITE 2	2	EACH	$750.00	$1,500.00
26	WIRE IN POLES, #12 AND #6 MAP T-30 SITE 2	35	LFT	$5.00	$175.00
27	WEATHER HEAD AND CAP ON EXISTING POLE MAP T-30 SITE 2	1	EACH	$200.00	$200.00
28	MOBILIZATION / DEMOBILIZATION MAP T-30 SITE 2	1	LSUM	$300.00	$300.00

BID
CONTRACTOR:

proj: 2014 DISTRICT 1, 2, AND 4 STREET LIGHTING IMPROVEMENTS

RES. NO.: 51091
W.O. NO.: 51091

TOTAL BID AMT: _____

required completion date: 8/1/2014

Note: Contractor will be paid on measured quantities only at unit price bid. Any form of correction within the area of unit prices, extensions, or total on this bid must be initialed by the bidder and will be noted at the time of opening.

Bid Date:

Contractors Signature

ITEM NO.	ITEM	PLAN QUANTITY	UNIT	UNIT PRICE ($)	AMOUNT ($)
1	72W LED T/C, 16' D.B.F.G. POLE, AND #12 WIRE AS REQUIRED MAP V-14	3	EACH		
2	3C/6 THWN IN TRAY CABLE IN BORE TUBE MAP V-14	450	LFT		
3	72W LED T /C LUMINAIRE ON EXISTING POST MAP V-14	1	EACH		
4	EXISTING T /C LUMINAIRE, REMOVE AND DELIVER TO SLO MAP V-14	1	EACH		
5	EXISTING WOOD POLE, REMOVE AND DISPOSE MAP V-14	1	EACH		
6	EXISTING SPAN, REMOVE MAP V-14	1	EACH		
7	EXISTING COBRA HEAD, REMOVE MAP V-14	1	EACH		
8	EXISTING MAST ARM, REMOVE MAP V-14	1	EACH		
9	MOBILIZATION / DEMOBILIZATION V-14	1	LSUM		
10	3C/6 THWN IN TRAY CABLE IN BORE TUBE MAP U-30	185	LFT		
11	72W LED T/C, 16' D.B.F.G. POLE, AND #12 WIRE AS REQUIRED MAP U-30	2	EACH		
12	RISER ASSEMBLY, 2 INCH, WITH 3C/6 AS REQUIRED MAP U-30	1	EACH		
13	2C/6 AERIAL SPAN WIRE, IN PLACE MAP U-30	1	EACH		
14	MOBILIZATION / DEMOBILIZATION MAP U-30	1	LSUM		
15	100W HPS T/C, 16' D.B.F.G. POLE, AND #12 WIRE AS REQUIRED MAP A-07	1	EACH		
16	3C/6 THWN IN TRAY CABLE IN BORE TUBE MAP A-07	102	LFT		
17	MOBILIZATION / DEMOBILIZATION MAP A-07	1	LSUM		
18	3C/6 THWN IN TRAY CABLE IN BORE TUBE MAP T-30	155	LFT		
19	100W HPS COBRA, IN PLACE MAP T-30	1	EACH		
20	30' EMBEDDED ALUMINUM POLE AND #12 WIRE AS REQUIRED MAP T-30	1	EACH		
21	MAST ARM, 6', IN PLACE MAP T-30	1	EACH		
22	#12 WIRE AS REQUIRED IN EXISTING POLE #041 MAP T-30	1	LSUM		
23	MOBILIZATION / DEMOBILIZATION MAP T-30	1	LSUM		
24	3C/6 THWN IN TRAY CABLE, IN BORE TUBE MAP T-30 SITE 2	356	LFT		
25	100W HPS T/C, 16' D.B.F.G. POLE, AND #12 WIRE AS REQUIRED MAP T-30 SITE 2	2	EACH		
26	WIRE IN POLES, #12 AND #6 MAP T-30 SITE 2	35	LFT		
27	WEATHER HEAD AND CAP ON EXISTING POLE MAP T-30 SITE 2	1	EACH		
28	MOBILIZATION / DEMOBILIZATION MAP T-30 SITE 2	1	LSUM		

St Joe Dam Electrical Building HVAC
RESOLUTION NO. 66146

RESOLUTION BY THE BOARD OF PUBLIC WORKS of the City of Fort Wayne, Indiana that:

Said improvements with all their appurtenances shall be constructed in accordance with the plans and specifications titled, **St Joe Dam Electrical Building HVAC**

Said improvements involve adding new HVAC equipment to the existing electrical building at the St Joe Dam. Controls shall be added to integrate new HVAC equipment with existing ventilation system. New system shall temper the electrical room on extremely warm days to keep equipment operational.

Declares the cost of the said improvements shall be paid by the funds from the Fort Wayne Water Utility (Revenue).

Declares the project is necessary for the protection of public health and welfare of the in habitants of the area and the safeguarding of property within the area.

Declares that this project is of public utility benefit.

States there are no cost associated with the purchase of any land associate with this project.

Declares the engineer's estimate of the project's total cost is $87,500.

APPROVED THIS 19th DAY OF March, 2014.

BOARD OF PUBLIC WORKS

BY: _____
Robert P. Kennedy, Chairman

BY: _____
Mike Avila, Member

BY: _____
Kumar Menon, Member

ATTEST: _____
Victoria Edwards, Clerk

Coldwater Road Water Main Extension

RESOLUTION NO. 66225

RESOLUTION BY THE BOARD OF PUBLIC WORKS of the City of Fort Wayne, Indiana that:

Includes the installation of approximately 1440 LF of 12-inch water main extension and associated valves and other appurtenances.

Said improvements with all their appurtenances shall be constructed in accordance with the plans and specifications titled, "Coldwater Road Water Main Extension"

Declares the cost of the said improvements shall be paid by the funds from the Fort Wayne Water Utility (Revenue).

Declares the project is necessary for the protection of public health and welfare of the in habitants of the area and the safeguarding of property within the area.

Declares that this project is of public utility benefit.

States there is a $22,850 cost associated with the purchase of land associated with this project.

Declares the engineer's estimate of the project's total cost is $200,000.

APPROVED THIS 19th DAY OF March, 2014.

BOARD OF PUBLIC WORKS

BY: _____
Robert P. Kennedy, Chairman

BY: Mike Avila
Mike Avila, Member

BY: _____
Kumar Menon, Member

ATTEST: Victoria Edwards
Victoria Edwards, Clerk

Maplewood Lift Station Forcemain Replacement
RESOLUTION 75917

RESOLUTION BY THE BOARD OF PUBLIC WORKS of the City of Fort Wayne, Indiana that:

City Utilities intends to replace 1160 feet of existing 6" forcemain with new piping to a new manhole by means of Horizontal Directional Drilling and replace 40 feet of 8" gravity sewer with 8" PVC sewer.

Said improvements with all their appurtenances shall be constructed in accordance with the plans and specifications titled,

Maplewood Lift Station Forcemain Replacement

Declares the cost of the said improvements shall be paid by the funds from the Fort Wayne Sewer Utility Revenue.

Declares the project is necessary for the protection of public health and welfare of the in habitants of the area and the safeguarding of property within the area.

Declares that this project is of public utility benefit.

States there are no costs associated with the purchase of any land associated with this project.

Declares the engineer's estimate of the project's total cost is $ 149,314.00

APPROVED THIS 19th DAY OF March, 2014

BOARD OF PUBLIC WORKS

BY: _____
Robert P. Kennedy, Chair

BY: Mike Avila
Mike Avila, Member

BY: _____
Kumar Menon, Member

ATTEST: Victoria Edwards
Victoria Edwards, Clerk

TO: Victoria Edwards - Board of Public Works

FROM: Darlene Backs - City Utilities Financial Services

DATE: March 11, 2014

RE: 2009 Sewer SRF Series B (STATE REVOLVING FUNDS)

Please include the following SRF payments with the City Utilities vendor payments.

City Utilities Engineering is requesting the Board of Public Works to approve the following payments in the amount of **$18,120.00.** These payments will be made with the 2009 Sewer Series B State Revolving Fund Loan Program. These expenses are for the WPCP Digester #5 Upgrade Design Project.

Draws 495 & 496-I	City Utilities – Ft. Wayne Municipal Sewage Works	$18,120.00

Robert P. Kennedy, Chairman

Kumar Menon, Member

Mike Avila, Member

Date: March 19, 2014

TO: Victoria Edwards - Board of Public Works

FROM: Darlene Backs – City Utilities Financial Services

DATE: March 13, 2014

RE: 2012 Sewer State Revolving Fund Loan A Disbursements

Please include the following **2012 Sewer SRF disbursements** with the City Utilities vendor payments.

City Utilities Engineering is requesting the Board of Public Works to approve the following payments in the amount of **$15,305.00.** These payments will be made with the 2012 Sewage Works State Revolving Fund Loan Program. These expenses are for the Treatment Capacity Improvements Design project.

Draw 176	Black and Veatch Corp.	$ 12,747.00
Draw 177	CH2M Hill Engineers	2,558.00
	Total Payments	**$ 15,305.00**

Robert P. Kennedy, Chairman

Kumar Menon, Member

Mike Avila, Member

March 19, 2014
Date

IMPROVEMENT RESOLUTION NO. 12401

VANCE AVENUE CONCRETE STREET REPAIRS
WORK ORDER NO. 12401

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA.

That it is deemed necessary to improve: Vance Ave. from Coliseum Blvd. to Sherborne Blvd. by reconstructing the concrete pavement, curbs, sidewalks and drive approaches as needed.

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 26th day of March, 2014.

BOARD OF PUBLIC WORKS

Robert Kennedy, Chairman

Mike Avila, Member

Kumar Menon, Member

ATTEST: Victoria Edwards
Victoria Edwards, Clerk

BID
CONTRACTOR:

proj: Vance Ave. Concrete Street Reconstruction

RES. NO.: 12401
W.O. NO.: 12401

TOTAL BID AMT: _____

Note: Contractor will be paid on measured quantities only at unit price bid. Any form of correction within the area of unit prices, extensions, or total on this bid must be initialed by the bidder and will be noted at the time of opening.

required completion date: September 15th, 2014

Bid Date: April 16, 2014

Contractors Signature

ITEM NO.	ITEM	PLAN QUANTITY	UNIT	UNIT PRICE ($)	AMOUNT ($)
1	Removal of Concrete	235	SY		
2	Removal of Pavement	2700	SY		
3	Concrete Sidewalk (4")	235	SY		
4	Concrete Curb Type II-A	840	LF		
5	Concrete Pavement for Residential Drive(6")	160	SY		
6	Concrete Pavement for Commercial Drive (8")	80	SY		
7	Cement Concrete Pavement, Plain, 9" Class A	2415	SY		
8	Joint Repair, 3' Wide, Cement Concrete Pavement, Plain, 7" Class A	45	SY		
9	Underdrain 6" Perforated Plastic, Group K Pipe (Including #8 Aggregate Backfill	865	LF		
10	Type "O" Compacted Aggregate for Base, No. 53	580	TON		
11	Bed Course Material	10	TON		
12	Backfill Behind Curb	60	TON		
13	Topsoil	60	TON		
14	Hydroseeding With Hydrostick of Equivalent Polymer for Erosion Control	370	SY		
15	Adjust Casting to Grade	2	EA		
16	2' X 2' Curb and Gutter Casting Furnished and Adjusted to Grade	1	EA		
17	24" Sanitary Manhole Casting Furnished and Adjusted to Grade	1	EA		
18	Sediguard Inlet Protection Device of Approved Equal	2	EA		
19	Construction Sign Type "A"	6	EA		
20	Standard Baricade Type III with Road Closed Local Trafic Only Sign	4	EA		
21	Standard Baricade Type III	8	EA		
22	Mobilization and Demobilization	1	LS		
23	Maintance of Traffic	1	LS		
24	Epoxy Paint, 4" Solid Yellow Centerline	2000	LF		
25	Epoxy Paint, 4" Broken Yellow Centerline	300	LF		
26	Epoxy Paint, 4" White Lane Line	400	LF		
27	Epoxy Paint, 6" White Crosswalk Line	50	LF		
28	Epoxy Paint, White, Left Turn Arrows	6	EA		
29	Epoxy Paint, White, Shared Lane Marking Symbols	6	EA		
30	Temperary Tape,Yellow (4' Line36' Gap)	300	LF		
31	Temperary Tape,White (4' Line36' Gap)	100	LF		
32	Work Allowance	1	LS	$10,000.00	

ESTIMATE OF QUANTITIES

RES. NO.: 12401
W.O. NO.: 12401

proj: Vance Ave. Concrete Street Reconstruction

Bid Estimate: $205,115.00
estimated e&i:
Total estimate: $205,115.00

Date: 3/21/2014

ITEM NO.	ITEM	PLAN QTY	UNIT	UNIT PRICE ($)	AMOUNT ($)
1	Removal of Concrete	235	SY	$7.00	$1,645.00
2	Removal of Pavement	2700	SY	$10.00	$27,000.00
3	Concrete Sidewalk (4")	235	SY	$28.00	$6,580.00
4	Concrete Curb Type II-A	840	LF	$10.00	$8,400.00
5	Concrete Pavement for Residential Drive(6")	160	SY	$30.00	$4,800.00
6	Concrete Pavement for Commercial Drive (8")	80	SY	$38.00	$3,040.00
7	Cement Concrete Pavement, Plain, 9" Class A	2415	SY	$40.00	$96,600.00
8	Joint Repair, 3' Wide, Cement Concrete Pavement, Plain, 7" Class A	45	SY	$50.00	$2,250.00
9	Underdrain 6" Perforated Plastic, Group K Pipe (Including #8 Aggregate Backfill	865	LF	$7.00	$6,055.00
10	Type "O" Compacted Aggregate for Base, No. 53	580	TON	$15.00	$8,700.00
11	Bed Course Material	10	TON	$10.00	$100.00
12	Backfill Behind Curb	60	TON	$10.00	$600.00
13	Topsoil	60	TON	$15.00	$900.00
14	Hydroseeding With Hydrostick of Equivalent Polymer for Erosion Control	370	SY	$2.50	$925.00
15	Adjust Casting to Grade	2	EA	$150.00	$300.00
16	2' X 2' Curb and Gutter Casting Furnished and Adjusted to Grade	1	EA	$450.00	$450.00
17	24" Sanitary Manhole Casting Furnished and Adjusted to Grade	1	EA	$450.00	$450.00
18	Sediguard Inlet Protection Device of Approved Equal	2	EA	$50.00	$100.00
19	Construction Sign Type "A"	6	EA	$80.00	$480.00
20	Standard Baricade Type III with Road Closed Local Trafic Only Sign	4	EA	$100.00	$400.00
21	Standard Baricade Type III	8	EA	$80.00	$640.00
22	Mobilization and Demobilization	1	LS	$7,500.00	$7,500.00
23	Maintance of Traffic	1	LS	$10,000.00	$10,000.00
24	Epoxy Paint, 4" Solid Yellow Centerline	2000	LF	$1.50	$3,000.00
25	Epoxy Paint, 4" Broken Yellow Centerline	300	LF	$1.50	$450.00
26	Epoxy Paint, 4" White Lane Line	400	LF	$1.50	$600.00
27	Epoxy Paint, 6" White Crosswalk Line	50	LF	$3.00	$150.00
28	Epoxy Paint, White, Left Turn Arrows	6	EA	$150.00	$900.00
29	Epoxy Paint, White, Shared Lane Marking Symbols	6	EA	$250.00	$1,500.00
30	Temperary Tape,Yellow (4' Line36' Gap)	300	LF	$1.50	$450.00
31	Temperary Tape,White (4' Line36' Gap)	100	LF	$1.50	$150.00
32	Work Allowance	1	LS	$10,000.00	$10,000.00

IMPROVEMENT RESOLUTION NO. 12425

Clermont Drive Sidewalk Repairs
WORK ORDER NO. 12425

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA.

That it is deemed necessary to improve: **Clermont Drive sidewalks from Fairfield Ave. to Arlington Ave. on the North side only. This will include sidewalk, an alley approach, and walks through residential drive approaches. ADA ramps will also be installed at Fairfield Ave. and Arlington Ave.**

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 26th day of March, 2014.

BOARD OF PUBLIC WORKS

Robert Kennedy, Chairman

Mike Avila, Member

Kumar Menon, Member

ATTEST: Victoria Edwards
Victoria Edwards, Clerk

ESTIMATE OF QUANTITIES

RES. NO.: 12425
W.O. NO.: 12425

proj: CLERMONT DR FAIRFIELD AVE TO ARLINGTON AVE

Bid Estimate: $59,648.00
estimated e&i: $8,462.00
Total estimate: $68,110.00

Date:

ITEM NO.	ITEM	PLAN QTY	UNIT	UNIT PRICE ($)	AMOUNT ($)
1	REMOVAL OF CONCRETE	393	SY	$9.00	$3,537.00
2	REMOVAL OF CURB	28	LF	$8.00	$224.00
3	REMOVAL OF CONCRETE ALLEY APPROACH 8"	27	SY	$8.00	$216.00
4	CONCRETE, RESIDENTIAL DRIVE, 6"	18	EA	$450.00	$8,100.00
5	CONCRETE, ALLEY APPROACH 8"	27	SY	$55.00	$1,485.00
6	CONCRETE, WINGWALK/RAMP	98	SY	$48.00	$4,704.00
7	CONCRETE, 4" SIDEWALK	250	SY	$28.00	$7,000.00
8	CONCRETE, CURB TYPE III	28	LF	$22.00	$616.00
9	ADA SOLUTIONS, ARMOR-TILE OR APPROVED EQUAL REPLACEABLE 2' x 5' COMPOSIT WETSET TACTILE WARNING SURFACE UNITS	16	EA	$200.00	$3,200.00
10	WATER CURB BOX ADJUSTED TO GRADE	2	EA	$40.00	$80.00
11	AGGREGATE TYPE "O" # 53 STONE FOR BASE (COMPACTED)	9	TON	$15.00	$135.00
12	AGGREGATE TYPE "O" #53 COMPACTED	11	TON	$15.00	$165.00
13	BEDCOURSE MATERIAL	43	TON	$15.00	$645.00
14	SEDIGUARD INLET PROTECTION	4	EA	$100.00	$400.00
15	TOPSOIL	22	TON	$18.00	$396.00
16	HYDROSEEDING WITH POLYMER FOR EROSION CONTROL	133	SY	$3.00	$399.00
17	3C/6 THWN IN TRAY CABLE IN BORE TUBE	370	LF	$10.00	$3,700.00
18	HANDHOLE, CARSON 1419, IN PLACE	1	EA	$400.00	$400.00
19	30' D.B. ALUMINUM POLE, IN PLACE SLO ITEM #36200	1	EA	$800.00	$800.00
20	150W HPS LUMINAIRE, IN PLACE. SLO ITEM #34105	1	EA	$325.00	$325.00
21	6' MAST ARM, IN PLACE. SLO ITEM #35201	1	EA	$235.00	$235.00
22	RISER ASSEMBLY, IN PLACE	1	EA	$300.00	$300.00
23	EXISTING RELAY, RELOCATE	1	EA	$150.00	$150.00
24	SPAN, REMOVE	2	EA	$100.00	$200.00
25	WOOD POLE, REMOVE	1	EA	$300.00	$300.00
26	MAST ARM, REMOVE	1	EA	$75.00	$75.00
27	LUMINAIRE, REMOVE	1	EA	$100.00	$100.00
28	2' x2' CURB AND GUTTER CASTING FURNISHED AND ADJUSTED TO GRADE	4	EA	$450.00	$1,800.00
29	PAVEMENT MARKINGS, WHITE, PAINT, PIANO KEYS, 24"	1590	LF	$8.00	$12,720.00
30	CONSTRUCTION SIGNS TYPE A	6	EA	$80.00	$480.00
31	MAINTENANCE OF TRAFFIC	1	LS	$2,116.00	$2,116.00
32	MOBILIZATION AND DEMOBILIZATION	1	LS	$2,645.00	$2,645.00
33	WORK ALLOWANCE	1	LS	$2,000.00	$2,000.00

BID

CONTRACTOR:

proj: CLERMONT DR FAIRFIELD AVE TO ARLINGTON AVE

RES. NO.: 12425
W.O. NO.: 12425

TOTAL BID AMT: _____

Note: Contractor will be paid on measured quantities only at unit price bid. Any form of correction within the area of unit prices, extensions, or total on this bid must be initialed by the bidder and will be noted at the time of opening.

required completion date: May 15, 2014

Bid Date: 19-Jun-13

Contractors Signature

ITEM NO.	ITEM	PLAN QUANTITY	UNIT	UNIT PRICE ($)	AMOUNT ($)
1	REMOVAL OF CONCRETE	393	SY		
2	REMOVAL OF CURB	28	LF		
3	REMOVAL OF CONCRETE ALLEY APPROACH 8"	27	SY		
4	CONCRETE, RESIDENTIAL DRIVE, 6"	18	EA		
5	CONCRETE, ALLEY APPROACH 8"	27	SY		
6	CONCRETE, WINGWALK/RAMP	98	SY		
7	CONCRETE, 4" SIDEWALK	250	SY		
8	CONCRETE, CURB TYPE III	28	LF		
9	ADA SOLUTIONS, ARMOR-TILE OR APPROVED EQUAL REPLACEABLE 2' x 5' COMPOSIT WETSET TACTILE WARNING	16	EA		
10	WATER CURB BOX ADJUSTED TO GRADE	2	EA		
11	AGGREGATE TYPE "O" # 53 STONE FOR BASE (COMPACTED)	9	TON		
12	AGGREGATE TYPE "O" #53 COMPACTED	11	TON		
13	BEDCOURSE MATERIAL	43	TON		
14	SEDIGUARD INLET PROTECTION	4	EA		
15	TOPSOIL	22	TON		
16	HYDROSEEDING WITH POLYMER FOR EROSION CONTROL	133	SY		
17	3C/6 THWN IN TRAY CABLE IN BORE TUBE	370	LF		
18	HANDHOLE, CARSON 1419, IN PLACE	1	EA		
19	30' D.B. ALUMINUM POLE, IN PLACE SLO ITEM #36200	1	EA		
20	150W HPS LUMINAIRE, IN PLACE. SLO ITEM #34105	1	EA		
21	6' MAST ARM, IN PLACE. SLO ITEM #35201	1	EA		
22	RISER ASSEMBLY, IN PLACE	1	EA		
23	EXISTING RELAY, RELOCATE	1	EA		
24	SPAN, REMOVE	2	EA		
25	WOOD POLE, REMOVE	1	EA		
26	MAST ARM, REMOVE	1	EA		
27	LUMINAIRE, REMOVE	1	EA		
28	2' x2' CURB AND GUTTER CASTING FURNISHED AND ADJUSTED TO GRADE	4	EA		
29	PAVEMENT MARKINGS, WHITE, PAINT, PIANO KEYS, 24"	1590	LF		
30	CONSTRUCTION SIGNS TYPE A	6	EA		
31	MAINTENANCE OF TRAFFIC	1	LS		
32	MOBILIZATION AND DEMOBILIZATION	1	LS		
33	WORK ALLOWANCE	1	LS	$2,000.00	

IMPROVEMENT RESOLUTION NO. 12429

Hanna Street Sidewalk Repairs
WORK ORDER NO. 12429

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA.

That it is deemed necessary to improve: **Hanna Street sidewalk from Decatur Road to Paulding Road on the west side only. This will include sidewalk, limited curb replacement, commercial drives, and ADA ramps.**

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 26th day of March, 2014.

BOARD OF PUBLIC WORKS

Robert Kennedy, Chairman

Mike Avila, Member

Kumar Menon, Member

ATTEST: Victoria Edwards
Victoria Edwards, Clerk

BID

CONTRACTOR:

proj: HANNA ST - DECATUR RD TO PAULDING RD

RES. NO.: 12429
W.O. NO.: 12429

TOTAL BID AMT: _____

Note: Contractor will be paid on measured quantities only at unit price bid. Any form of correction within the area of unit prices, extensions, or total on this bid must be initialed by the bidder and will be noted at the time of opening.

required completion date: May 15, 2014

Bid Date:

Contractors Signature

ITEM NO.	ITEM	PLAN QUANTITY	UNIT	UNIT PRICE ($)	AMOUNT ($)
1	REMOVAL OF ASPHALT PAVEMENT (PARKING LOT)	33	SY		
2	REMOVAL OF CONCRETE PAVEMENT	7	SY		
3	REMOVAL OF CONCRETE COMMERCIAL DRIVE 8"	153	SY		
4	REMOVAL OF CONCRETE	71	SY		
5	REMOVAL OF CURB	12	LF		
6	ASPHALT PATCHING (INCLUDES SAWING)	4	TON		
7	CONCRETE, 4" SIDEWALK	67	SY		
8	CONCRETE, COMMERCIAL DRIVE 8"	160	SY		
9	CONCRETE, CURB TYPE II-A	43	LF		
10	CONCRETE, 6" ADA RAMP TYPE C	4	SY		
11	CONCRETE, 8" ADA RAMP TYPE C1	3	SY		
12	BEDCOURSE MATERIAL	17	TON		
13	AGGREGATE TYPE "O" # 53 STONE FOR BASE (COMPACTED)	53	TON		
14	AGGREGATE TYPE "O" #53 COMPACTED	10	TON		
15	REPLACEABLE 2' x 5' COMPOSIT WETSET TACTILE WARNING SURFACE UNITS	2	EA		
16	WATER CURB BOX ADJUSTED TO GRADE	1	EA		
17	SEDIGUARD INLET PROTECTION	1	EA		
18	TOPSOIL	5	TON		
19	HYDROSEEDING WITH POLYMER FOR EROSION CONTROL	29	SY		
20	CONSTRUCTION SIGNS TYPE A	6	EA		
21	MAINTENANCE OF TRAFFIC	1	LS		
22	MOBILIZATION AND DEMOBILIZATION	1	LS		
23	WORK ALLOWANCE	1	LS	$2,000.00	

ESTIMATE OF QUANTITIES

proj: HANNA ST - DECATUR RD TO PAULDING RD

RES. NO.: 12429
W.O. NO.: 12429

Bid Estimate: $20,447.00
estimated e&i: $4,689.00
Total estimate: $25,136.00

Date:

ITEM NO.	ITEM	PLAN QTY	UNIT	UNIT PRICE ($)	AMOUNT ($)
1	REMOVAL OF ASPHALT PAVEMENT (PARKING LOT)	33	SY	$8.00	$264.00
2	REMOVAL OF CONCRETE PAVEMENT	7	SY	$9.00	$63.00
3	REMOVAL OF CONCRETE COMMERCIAL DRIVE 8"	153	SY	$10.00	$1,530.00
4	REMOVAL OF CONCRETE	71	SY	$8.00	$568.00
5	REMOVAL OF CURB	12	LF	$10.00	$120.00
6	ASPHALT PATCHING (INCLUDES SAWING)	4	TON	$75.00	$300.00
7	CONCRETE, 4" SIDEWALK	67	SY	$28.00	$1,876.00
8	CONCRETE, COMMERCIAL DRIVE 8"	160	SY	$55.00	$8,800.00
9	CONCRETE, CURB TYPE II-A	43	LF	$11.00	$473.00
10	CONCRETE, 6" ADA RAMP TYPE C	4	SY	$48.00	$192.00
11	CONCRETE, 8" ADA RAMP TYPE C1	3	SY	$55.00	$165.00
12	BEDCOURSE MATERIAL	17	TON	$15.00	$255.00
13	AGGREGATE TYPE "O" # 53 STONE FOR BASE (COMPACTED)	53	TON	$15.00	$795.00
14	AGGREGATE TYPE "O" #53 COMPACTED	10	TON	$15.00	$150.00
15	ADA SOLUTIONS, ARMOR-TILE OR APPROVED EQUAL REPLACEABLE 2' x 5' COMPOSIT WETSET TACTILE WARNING SURFACE UNITS	2	EA	$200.00	$400.00
16	WATER CURB BOX ADJUSTED TO GRADE	1	EA	$40.00	$40.00
17	SEDIGUARD INLET PROTECTION	1	EA	$100.00	$100.00
18	TOPSOIL	5	TON	$20.00	$100.00
19	HYDROSEEDING WITH POLYMER FOR EROSION CONTROL	29	SY	$3.00	$87.00
20	CONSTRUCTION SIGNS TYPE A	6	EA	$80.00	$480.00
21	MAINTENANCE OF TRAFFIC	1	LS	$751.00	$751.00
22	MOBILIZATION AND DEMOBILIZATION	1	LS	$938.00	$938.00
23	WORK ALLOWANCE	1	LS	$2,000.00	$2,000.00

IMPROVEMENT RESOLUTION NO. 12376

Brookshire Circle Concrete Street Reconstruction
WORK ORDER NO. 12376

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA.

That it is deemed necessary to improve: **Brookshire Circle from Arlington Parkway South to Arlington Parkway South. This will be a full depth street reconstruction with ADA ramps, underdrain and spot sidewalk repair.**

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 25th day of March, 2014.

BOARD OF PUBLIC WORKS

Robert Kennedy, Chairman

Mike Avila, Member

Kumar Menon, Member

ATTEST: Victoria Edwards
Victoria Edwards, Clerk

ESTIMATE OF QUANTITIES

RES. NO.: 12376
W.O. NO.: 12376

proj: BROOKSHIRE CIRCLE CONCRETE STREET RECONSTRUCTION

Bid Estimate: $169,883.00
estimated e&i: $27,181.00
Total estimate: $197,064.00

Date:

ITEM NO.	ITEM	PLAN QTY	UNIT	UNIT PRICE ($)	AMOUNT ($)
1	REMOVAL OF CONCRETE	215	SY	$7.00	$1,505.00
2	REMOVAL OF CONCRETE PAVEMENT (INCLUDING I-A & II-A CURB)	2940	SY	$7.00	$20,580.00
3	UNDER-DRAIN 6" PERFORATED PLASTIC PIPE, GROUP K PIPE, INCLUDING #8 AGGREGATE BEDDING AND BACKFILL	1840	LF	$9.00	$16,560.00
4	CONCRETE SIDEWALK 4"	94	SY	$25.00	$2,350.00
5	CONCRETE WINGWALK AND RAMPS	83	SY	$30.00	$2,490.00
6	ADA SOLUTIONS ARMOR-TILE, OR APPROVED EQUAL "REPLACEABLE" 2'x5' COMPOSITE, WETSET, TACTICLE, WARNING	8	EA	$150.00	$1,200.00
7	CEMENT CONCRETE PAVEMENT, CLASS "A", PLAIN (7") (INCLUDING TYPE I-A & II-A CURB)	2940	SY	$30.00	$88,200.00
8	SEAL STRUCTURE	4	EA	$50.00	$200.00
9	CONCRETE RESIDENTIAL DRIVE (UNDISTRIBUTED QUANTITY)	10	SY	$40.00	$400.00
10	BEDCOURSE MATERIAL	22	TON	$15.00	$330.00
11	TYPE "O" COMPACTED AGGREGATE FOR BASE, #53	647	TON	$17.00	$10,999.00
12	2'x2' CURB & GUTTER CASTING FURNISHED AND ADJUSTED TO GRADE	4	EA	$300.00	$1,200.00
13	24" M H CASTING FURNISHED AND ADJUSTED TO GRADE	1	EA	$400.00	$400.00
14	SEDIGUARD INLET PROTECTION OR APPROVED EQUAL FOR SEDIMENT CONTROL	4	EA	$100.00	$400.00
15	BACKFILL BEHIND CURBS	80	TON	$2.00	$160.00
16	TOPSOIL	40	TON	$15.00	$600.00
17	WATER VALVE ADJUSTED TO GRADE	1	EA	$50.00	$50.00
18	HYDROSEEDING WITH HYDROSTIK POLYMER OR APPROVED EQUAL FOR EROSION AND SEDIMENT CONTROL	520	SY	$2.50	$1,300.00
19	STANDARD BARRICADE TYPE III, WITH ROAD CLOSED LOCAL TRAFFIC ONLY SIGN, LIGHT	4	EA	$100.00	$400.00
20	CONSTRUCTION SIGNS TYPE "A"	2	EA	$80.00	$160.00
21	MAINTENANCE OF TRAFFIC	1	LS	$5,733.00	$5,733.00
22	MOBILIZATION AND DEMOBILIZATION	1	LS	$7,166.00	$7,166.00
23	WORK ALLOWANCE	1	LS	$7,500.00	$7,500.00

BID

CONTRACTOR:

proj: BROOKSHIRE CIRCLE CONCRETE STREET RECONSTRUCTION

RES. NO.: 12376
W.O. NO.: 12376

TOTAL BID AMT:

required completion date: August 1, 2014

Note: Contractor will be paid on measured quantities only at unit price bid. Any form of correction within the area of unit prices, extensions, or total on this bid must be initialed by the bidder and will be noted at the time of opening.

Bid Date:

Contractors Signature

ITEM NO.	ITEM	PLAN QUANTITY	UNIT	UNIT PRICE ($)	AMOUNT ($)
1	REMOVAL OF CONCRETE	215	SY		
2	REMOVAL OF CONCRETE PAVEMENT (INCLUDING I-A & II-A CURB)	2940	SY		
3	UNDER-DRAIN 6" PERFORATED PLASTIC PIPE, GROUP K PIPE, INCLUDING #8 AGGREGATE BEDDING AND BACKFILL	1840	LF		
4	CONCRETE SIDEWALK 4"	94	SY		
5	CONCRETE WINGWALK AND RAMPS	83	SY		
6	"REPLACEABLE" 2'x5' COMPOSITE, WETSET, TACTICLE, WARNING SURFACE UNIT	8	EA		
7	CEMENT CONCRETE PAVEMENT, CLASS "A", PLAIN (7") (INCLUDING TYPE I-A & II-A CURB)	2940	SY		
8	SEAL STRUCTURE	4	EA		
9	CONCRETE RESIDENTIAL DRIVE (UNDISTRIBUTED QUANTITY)	10	SY		
10	BEDCOURSE MATERIAL	22	TON		
11	TYPE "O" COMPACTED AGGREGATE FOR BASE, #53	647	TON		
12	2'x2' CURB & GUTTER CASTING FURNISHED AND ADJUSTED TO GRADE	4	EA		
13	24" M H CASTING FURNISHED AND ADJUSTED TO GRADE	1	EA		
14	SEDIGUARD INLET PROTECTION OR APPROVED EQUAL FOR SEDIMENT CONTROL	4	EA		
15	BACKFILL BEHIND CURBS	80	TON		
16	TOPSOIL	40	TON		
17	WATER VALVE ADJUSTED TO GRADE	1	EA		
18	HYDROSEEDING WITH HYDROSTIK POLYMER OR APPROVED EQUAL FOR EROSION AND SEDIMENT CONTROL	520	SY		
19	STANDARD BARRICADE TYPE III, WITH ROAD CLOSED LOCAL TRAFFIC ONLY SIGN, LIGHT	4	EA		
20	CONSTRUCTION SIGNS TYPE "A"	2	EA		
21	MAINTENANCE OF TRAFFIC	1	LS		
22	MOBILIZATION AND DEMOBILIZATION	1	LS		
23	WORK ALLOWANCE	1	LS	$7,500.00	

St. Joe River CSO Relief Sewer
RESOLUTION NO. 75876

RESOLUTION BY THE BOARD OF PUBLIC WORKS of the City of Fort Wayne, Indiana that:

The CONTRACTOR shall furnish all labor, materials, supplies, and equipment required to perform the following:

> Construction of a relief sewer that will pick up wet weather flows that are currently connected to the combined sewer system in order to reduce CSO volume to the St. Joseph River. The relief sewer will be constructed along Anthony Blvd., Northlawn Dr., Woodrow Ave., Somerset Ln. and Oswego Ave. and will consist of approximately 5,030 linear feet of 24 and 48-inch sewer pipe. It will also consist of 1,460 linear feet of 8" & 12"water main replacement and 1,050 linear feet of new storm sewer construction along Somerset Lane. The storm sewer will pick up existing street inlets and catch basins that are currently connected to the combined system.

Said improvements with all their appurtenances shall be constructed in accordance with the plans and specifications titled, **St. Joe River CSO Relief Sewer.**

Declares the cost of the said improvements shall be paid by the funds from Fort Wayne Sewer Utility (Revenue).

Declares the project is necessary for the protection of public health and welfare of the in habitants of the area and the safeguarding of property within the area.

Declares that this project is of public utility benefit.

Declares Board of Public Works will acquire the property rights described in Attachment "A" (Property Acquisition Summary Sheet).

Declares the engineer's estimate of the project's total cost is $3,596,275.00.

APPROVED THIS 26th DAY OF March, 2014.
Board of PUBLIC WORKS

BY: _____
Robert P. Kennedy, Chair

BY: Mike Avila
Mike Avila, Member

BY: _____
Kumar Menon, Member

ATTEST: Victoria Edwards
Victoria Edwards, Clerk

Attachment A

PROPERTY ACQUISITION SUMMARY

PARCEL NO.	OWNER	PROPERTY ADDRESS	SHEET NUMBER	SOURCE OF TITLE DEED RECORD NUMBER	SEWER AND DRAINAGE EASEMENT	TEMPORARY CONSTRUCTION EASEMENT	REMARKS	EASEMENT DOCUMENT NUMBER
1	Jamison Jay H Trustee	3423 N Anthony Blvd	18/19	Doc #80-022221-3	Y	Y	Easement is currently being negotiated	
2	Michael A Woodruff (Old Crown Coffee)	3417 N Anthony Blvd	18	Doc #2012005367	Y	Y	Easement is currently being negotiated	
3	BCS Realty LLC	3413 N Anthony Blvd	18	Doc #2012040452	Y	Y	Easement signed, not yet recorded	
4	Sweetwater Holdings LLC (Longe Optical)	3407 N Anthony Blvd	18	Doc #2012072891	Y	Y	Easement is currently being negotiated	
5	3311 North Anthony LLC	3311 N Anthony Blvd	18	Doc #203070670	Y	Y	Easement signed, not yet recorded	
6	Druley Realty LLC	3305 N Anthony Blvd	18	Doc #2009002133	Y	Y	Easement is currently being negotiated	
7	Heather & Aristides Eracleous	1321 Northlawn Dr	14/15	Doc #203121975	Y	Y		2013071901
8	Pamela S Porter	1320 Somerset Ln	14/15	Doc#202025807	Y	Y		2014008006
9	LM&A Enterprises LLC (Firefly Coffee)	3523 N Anthony Blvd	19	Doc#2007058051	Y	Y	Easement is currently being negotiated	
10	Professional Federal Credit Union	1726 St Joe River Dr	19	Doc #2010027388	Y	Y	Easement is currently being negotiated	
11	Shambuagh Family LP C/O Liberty Realty	3504 N Anthony Blvd	19/20	Doc #86-030153	Y	Y		2014006933
12	Clinton J Miller	1321 Somerset Ln	21	Doc #2010007572	Y	Y		2014001591

Southtown Centre Stream Restoration Planting Project
RESOLUTION NO. 83388

RESOLUTION BY THE BOARD OF STORMWATER MANAGEMENT of the City of Fort Wayne, Indiana that:

Orders the installation of approximately 500 trees and shrubs as part of ongoing mitigation activities at Southtown Centre.

Said improvements with all their appurtenances shall be installed in accordance with the plans and specifications titled, **Southtown Centre Stream Restoration Planting Project.**

Declares the cost of the said improvements shall be paid by the Fort Wayne Stormwater Utility.

Declares the project is necessary for the protection of public health and welfare of the in habitants of the area and the safeguarding of property within the area.

Declares that this project is of public utility benefit.

Declares the engineer's estimate of the project's total cost is $50,000.00.

APPROVED THIS 26th DAY OF March, 2014.

BOARD OF STORMWATER MANAGEMENT

BY: _____
Robert P. Kennedy, Chairman

BY: _____
Matthew A. Wirtz, Member

BY: Mike Avila
Mike Avila, Member

ATTEST: Victoria Edwards
Victoria Edwards, Clerk

IMPROVEMENT RESOLUTION NO. 12359

SANDPIPER COVE CONCRETE STREET RECONSTRUCTION
WORK ORDER NO. 12359

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA.

That it is deemed necessary to improve: Sandpiper Cove from Mill Lake Road to North terminus including the four Cul-de-sacs adjacent to Sandpiper Cove by removing and replacing the existing concrete street, storm drainage improvements, spot concrete sidewalk replacement, affected drive approaches, curb ramps, and restoration.

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 2nd day of April, 2014.

BOARD OF PUBLIC WORKS

_____
Robert Kennedy, Chair

Mike Avila
_____
Mike Avila, Member

_____
Kumar Menon, Member

ATTEST: Victoria Edwards
Victoria Edwards, Clerk

BID

CONTRACTOR:

proj: Sandpiper Cove - Mill Lake Road to North Terminus - Concrete Street Reconstruction and Storm Drainage Improvements

RES. NO.: 12359
W.O. NO.: 12359

TOTAL BID AMT: _____

Note: Contractor will be paid on measured quantities only at unit price bid. Any form of correction within the area of unit prices, extensions, or total on this bid must be initialed by the bidder and will be noted at the time of opening.

required completion date: October 31, 2014

Bid Date: April 23, 2014

Contractors Signature

ITEM NO.	ITEM	PLAN QUANTITY	UNIT	UNIT PRICE ($)	AMOUNT ($)
1	Mobilization / Demobilization	1	LS		
2	Removal of Concrete Pavement	4300	SY		
3	Removal of Concrete	372	SY		
4	Cement Concrete Pavement, Plain, 7 inches, (Include Curb Type I-A & #4 Rebar)	4300	SY		
5	1" Expansion Joint	198	LF		
6	Concrete Pavement for Residential Drive (6")	175	SY		
7	Concrete Sidewalk (4")	100	SY		
8	Concrete Wingwalk and Ramps (6")	97	SY		
9	ADA Solutions, Armor-Tile, or Approved Equal "Replaceable" 2' x 5' Composite, Wetset, Tactile Warning Surface Unit - Brick Red	11	EA		
10	Type "O" Compacted Aggregate for Base and Special Backfill No. 53	2000	TON		
11	Bedcourse Material	45	TON		
12	Top Soil	45	TON		
13	Backfill Behind Curb	84	TON		
14	Hydroseeding with Hydrostik or Equivalent Polymer for Erosion and Sediment Control	550	SY		
15	Construction Sign, Type A	2	EA		
16	Standard Barricade, Type III-B	8	EA		
17	Maintenance of Traffic	1	LS		
18	6" Underdrain (Include #8 Stone)	1970	LF		
19	2' x 3' Inlet With 2' x3' Curb & Gutter Casting (Neenah R-3067 W/Grate Type R or East Jordan 7030Z1 W/Grate Type R & Environmental Lettering/Symbols)	13	EA		
20	48" Manhole With 2' x 2' Curb and Gutter Casting (Either Neenah R-3010 W/Grate Type R or East Jordan 7010ZM5T1 W/ Environmental Lettering/Symbols)	5	EA		
21	Pipe, RCP, 12"	690	LF		
22	Pipe, RCP, 15"	225	LF		
23	Pipe, RCP, 18"	55	LF		
24	Pipe, HDPE, 18"	110	LF		
25	Inlet Protection Devices for Stormwater and Erosion Control	19	EA		
26	Relocate Water Main	10	LF		
27	Flowable Fill	5	CY		
28	Work Allowance	1	LS		
29	0	0	0		
30	0	0	0	$10,000.00	

ESTIMATE OF QUANTITIES

RES. NO.: 12359
W.O. NO.: 12359

proj: Sandpiper Cove - Mill Lake Road to North Terminus - Concrete Street Reconstruction and Storm Drainage Improvements

Bid Estimate: $323,425.00
estimated e&i: $80,856.25
Total estimate: $404,281.25

Date:

ITEM NO.	ITEM	PLAN QTY	UNIT	UNIT PRICE ($)	AMOUNT ($)
1	Mobilization / Demobilization	1	LS	$15,400.00	$15,400.00
2	Removal of Concrete Pavement	4300	SY	$6.00	$25,800.00
3	Removal of Concrete	372	SY	$5.50	$2,046.00
4	Cement Concrete Pavement, Plain, 7 inches, (Include Curb Type I-A & #4 Rebar)	4300	SY	$25.00	$107,500.00
5	1" Expansion Joint	198	LF	$8.00	$1,584.00
6	Concrete Pavement for Residential Drive (6")	175	SY	$32.00	$5,600.00
7	Concrete Sidewalk (4")	100	SY	$25.00	$2,500.00
8	Concrete Wingwalk and Ramps (6")	97	SY	$45.00	$4,365.00
9	ADA Solutions, Armor-Tile, or Approved Equal "Replaceable" 2' x 5' Composite, Wetset, Tactile Warning Surface Unit - Brick Red	11	EA	$225.00	$2,475.00
10	Type "O" Compacted Aggregate for Base and Special Backfill No. 53	2000	TON	$16.00	$32,000.00
11	Bedcourse Material	45	TON	$12.00	$540.00
12	Top Soil	45	TON	$15.00	$675.00
13	Backfill Behind Curb	84	TON	$5.00	$420.00
14	Hydroseeding with Hydrostik or Equivalent Polymer for Erosion and Sediment Control	550	SY	$3.00	$1,650.00
15	Construction Sign, Type A	2	EA	$60.00	$120.00
16	Standard Barricade, Type III-B	8	EA	$120.00	$960.00
17	Maintenance of Traffic	1	LS	$12,400.00	$12,400.00
18	6" Underdrain (Include #8 Stone)	1970	LF	$8.00	$15,760.00
19	2' x 3' Inlet With 2' x3' Curb & Gutter Casting (Neenah R-3067 W/Grate Type R or East Jordan 7030Z1 W/Grate Type R & Environmental Lettering/Symbols)	13	EA	$1,825.00	$23,725.00
20	48" Manhole With 2' x 2' Curb and Gutter Casting (Either Neenah R-3010 W/Grate Type R or East Jordan 7010ZM5T1 W/ Environmental Lettering/Symbols)	5	EA	$2,100.00	$10,500.00
21	Pipe, RCP, 12"	690	LF	$41.00	$28,290.00
22	Pipe, RCP, 15"	225	LF	$43.00	$9,675.00
23	Pipe, RCP, 18"	55	LF	$45.00	$2,475.00
24	Pipe, HDPE, 18"	110	LF	$45.00	$4,950.00
25	Inlet Protection Devices for Stormwater and Erosion Control	19	EA	$35.00	$665.00
26	Relocate Water Main	10	LF	$60.00	$600.00
27	Flowable Fill	5	CY	$150.00	$750.00
28	Work Allowance	1	LS	$10,000.00	$10,000.00

IMPROVEMENT RESOLUTION NO. 12399

PETTIT AVENUE CONCRTE STREET REHABILITATION
WORK ORDER NO. 12399

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA.

That it is deemed necessary to improve: Pettit Avenue from South Anthony Boulevard to Werling Drive by removal and replacement of concrete pavement for streets and residential drives, wingwalks & ramps, and constructing sidewalk from +/-135 LF West of Lillie Street to Werling Drive on both sides of Pettit Avenue. Improvement also includes, aggregate base, perforated underdrains, top soil, hydroseeding, and restoration.

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 2nd day of april, 2014.

BOARD OF PUBLIC WORKS

Robert Kennedy, Chairman

Mike Avila

Mike Avila, Member

Kumar Menon, Member

ATTEST: Victoria Edwards

Victoria Edwards, Clerk

BID
CONTRACTOR:

proj: PETTIT AVENUE

RES. NO.: 12399
W.O. NO.: 12399

TOTAL BID AMT: _____

required completion date: 11/14/2014

Note: Contractor will be paid on measured quantities only at unit price bid. Any form of correction within the area of unit prices, extensions, or total on this bid must be initialed by the bidder and will be noted at the time of opening.

Bid Date: Wednesday, April 23, 2014

Contractors Signature _____

ITEM NO.	ITEM	PLAN QUANTITY	UNIT	UNIT PRICE ($)	AMOUNT ($)
1	Removal of Concrete Pavement	5232	SY		
2	Removal of Concrete	834	SY		
3	Removal of Curb	240	LF		
4	Common Excavation	400	CY		
5	Cement Concrete Pavement, Plain 7" Class A	5178	SY		
6	Concrete Pavement for Residential Drives (6")	614	SY		
7	Concrete Wingwalk and Ramps (6")	421	SY		
8	Concrete Curbface Walk 6.5' wide	1475	SY		
9	Concrete Sidewalk (4")	837	SY		
10	Concrete Retaining Curb for Back of Walk	200	LF		
11	Curb Type II-A (Undistributed)	100	LF		
12	Type "O" compacted Aggregate for Base No. 53	1115	TN		
13	Bedcourse	550	TN		
14	Backfill Behind Curb	50	TN		
15	1" Expansion Joint	231	LF		
16	Pavement Sawing (Along N. Side Pettit west of S. Anthony)	240	LF		
17	Asphalt / Concrete Pavement Patching	50	SY		
18	ADA Solutions, Armor-Tile, or Armorcast Products "Replaceable" 2' x 5' Composite, Wetset, Tactile Warning Surface Unit - Brick Red	28	EA		
19	Castings Adjusted to Grade	20	EA		
20	2' x 2' Curb & Gutter Casting, Furnish & Adjust To Grade (Undistributed)	1	EA		
21	24" Inlet, with 2' x 2' Curb and Gutter Casting (Installed, Complete-in-place)	1	EA		
22	Remove Inlet	1	EA		
23	Underdrain,6" Perforated Plastic, Group K Pipe (inc. #8 Aggregate Backfill)	1970	LF		
24	Water Valve (Curb-Box) Adjusted to Grade	5	EA		

25	Water Valve (Line Valve) Adjusted to Grade (Undistributed)	2	EA		
26	Top Soil	130	TN		
27	Hydroseeding with Hydrostik or Equivalent Polymer for Erosion and Sediment Control	1550	SY		
28	Sediguard Inlet Protection Device or Approved Equivalent for Sediment Control	12	EA		
29	Tree, Remove (30" - 42")	3	EA		
30	Transverse Markings, Paint, White Cross Walk Line 6"	274	LF		
31	Transverse Markings, Paint, Crosswalk 24" (W x 8' L)	216	LF		
32	Pavement Markings, Solid Yellow, Centerline, Paint 4"	590	LF		
33	Pavement Markings, Solid White,Lane Line, Paint 4"	130	LF		
34	Pavement Markings, White, Paint, 24" Stop Bar	36	LF		
35	Pavement Message Marking, White, Paint (Left Arrow)	2	EA		
36	Removal of Pavement Markings	1030	LF		
37	Linear Grading	3	STA		
38	Remove Existing Luminaire and Mast Arm Assembly	11	EA		
39	Remove Existing Span Wire	17	EA		
40	Reinstall on new pole, Luminaire and Mast Arm Assembly	11	EA		
41	Span Wire in Place	17	EA		
42	Remove and Relocate Existing Street Light / Pole Assembly	1	EA		
43	Remove and Return to Street Light Operations Warehouse, Existing Relay	1	EA		
44	Remove Existing Light / Pole Concrete Base	1	EA		
45	24" x 60" Reinforced Concrete Base, in Place	1	EA		
46	3C/6 THWN in Tray Cable in Bore Tube or Schedule 80 Conduit	85	LF		
47	Riser Assembly, 2 Inch, In Place	1	EA		
48	Install new Class III 35 ft. Wood Pole directly North of Existing @ N. E. Corner of S. Anthony and Pettit Ave. and Remove Existing Wood Pole	1	LS		
49	New Electrical Service Equipment (meter, disconnect, and riser hardware) Installed and in Place	1	LS		
50	Underground Conduit Intercept and Relocate to New Power	1	LS		
51	3C#8 Signal Service Cable	150	LF		
52	Construction Signs, Type A	10	EA		
53	Standard Barricade, Type III-B	20	EA		
54	Standard Barricade, Type III-B With Signs, Type B Construction	8	EA		
55	Maintenance of Traffic	1	LS		
56	Mobilization / Demobilization	1	LS		
57	Work Allowance	1	LS	$5,000.00	

ESTIMATE OF QUANTITIES

proj: **PETTIT AVENUE**

RES. NO.: 12399
W.O. NO.: 12399

Bid Estimate: $418,467.50
estimated e&i: $55,000.00
Total estimate: $473,467.50

Date: 4/2/2014

ITEM NO.	ITEM	PLAN QTY	UNIT	UNIT PRICE ($)	AMOUNT ($)
1	Removal of Concrete Pavement	5232	SY	$6.00	$31,392.00
2	Removal of Concrete	834	SY	$6.00	$5,004.00
3	Removal of Curb	240	LF	$6.00	$1,440.00
4	Common Excavation	400	CY	$17.00	$6,800.00
5	Cement Concrete Pavement, Plain 7" Class A	5178	SY	$26.00	$134,628.00
6	Concrete Pavement for Residential Drives (6")	614	SY	$30.00	$18,420.00
7	Concrete Wingwalk and Ramps (6")	421	SY	$40.00	$16,840.00
8	Concrete Curbface Walk 6.5' wide	1475	SY	$31.00	$45,725.00
9	Concrete Sidewalk (4")	837	SY	$26.00	$21,762.00
10	Concrete Retaining Curb for Back of Walk	200	LF	$15.00	$3,000.00
11	Curb Type II-A (Undistributed)	100	LF	$15.00	$1,500.00
12	Type "O" compacted Aggregate for Base No. 53	1115	TN	$14.00	$15,610.00
13	Bedcourse	550	TN	$14.00	$7,700.00
14	Backfill Behind Curb	50	TN	$3.00	$150.00
15	1" Expansion Joint	231	LF	$7.00	$1,617.00
16	Pavement Sawing (Along N. Side Pettit west of S. Anthony)	240	LF	$10.00	$2,400.00
17	Asphalt / Concrete Pavement Patching	50	SY	$45.00	$2,250.00
18	ADA Solutions, Armor-Tile, or Armorcast Products "Replaceable" 2' x 5' Composite, Wetset, Tactile Warning Surface Unit - Brick Red	28	EA	$225.00	$6,300.00
19	Castings Adjusted to Grade	20	EA	$150.00	$3,000.00
20	2' x 2' Curb & Gutter Casting, Furnish & Adjust To Grade (Undistributed)	1	EA	$350.00	$350.00
21	24" Inlet, with 2' x 2' Curb and Gutter Casting (Installed, Complete-in-place)	1	EA	$1,700.00	$1,700.00
22	Remove Inlet	1	EA	$1,000.00	$1,000.00
23	Underdrain,6" Perforated Plastic, Group K Pipe (inc. #8 Aggregate Backfill)	1970	LF	$8.00	$15,760.00
24	Water Valve (Curb-Box) Adjusted to Grade	5	EA	$75.00	$375.00
25	Water Valve (Line,Valve) Adjusted to Grade (Undistributed)	2	EA	$150.00	$375.00
26	Top Soil	130	TN	$15.00	$1,950.00
27	Hydroseeding with Hydrostik or Equivalent Polymer for Erosion and Sediment Control	1550	SY	$2.00	$3,100.00
28	Sediguard Inlet Protection Device or Approved Equivalent for Sediment Control	12	EA	$50.00	$600.00
29	Tree, Remove (30" - 42")	3	EA	$1,200.00	$3,600.00
30	Transverse Markings, Paint, White Cross Walk Line 6"	274	LF	$1.00	$274.00
31	Transverse Markings, Paint, Crosswalk 24" (W x 8' L)	216	LF	$2.75	$594.00
32	Pavement Markings, Solid Yellow, Centerline, Paint 4"	590	LF	$0.50	$295.00

33	Pavement Markings, Solid White,Lane Line, Paint 4"	130	LF	$0.50	$65.00
34	Pavement Markings, White, Paint, 24" Stop Bar	36	LF	$2.75	$99.00
35	Pavement Message Marking, White, Paint (Left Arrow)	2	EA	$50.00	$100.00
36	Removal of Pavement Markings	1030	LF	$2.00	$2,060.00
37	Linear Grading	3	STA	$500.00	$1,500.00
38	Remove Existing Luminaire and Mast Arm Assembly	11	EA	$200.00	$2,200.00
39	Remove Existing Span Wire	17	EA	$75.00	$1,275.00
40	Reinstall on new pole, Luminaire and Mast Arm Assembly	11	EA	$250.00	$2,750.00
41	Span Wire in Place	17	EA	$200.00	$3,400.00
42	Remove and Relocate Existing Street Light / Pole Assembly	1	EA	$650.00	$650.00
43	Remove and Return to Street Light Operations Warehouse, Existing Relay	1	EA	$150.00	$150.00
44	Remove Existing Light / Pole Concrete Base	1	EA	$500.00	$500.00
45	24" x 60" Reinforced Concrete Base, in Place	1	EA	$800.00	$800.00
46	3C/6 THWN in Tray Cable in Bore Tube or Schedule 80 Conduit	85	LF	$20.00	$1,700.00
47	Riser Assembly, 2 Inch, In Place	1	EA	$350.00	$350.00
48	Install new Class III 35 ft. Wood Pole directly North of Existing @ N. E. Corner of S. Anthony and Pettit Ave. and Remove Existing Wood Pole	1	LS	$1,300.00	$1,300.00
49	New Electrical Service Equipment (meter, disconnect, and riser hardware) Installed and in Place	1	LS	$580.00	$580.00
50	Underground Conduit Intercept and Relocate to New Power	1	LS	$1,000.00	$1,000.00
51	3C#8 Signal Service Cable	150	LF	$3.35	$502.50
52	Construction Signs, Type A	10	EA	$55.00	$550.00
53	Standard Barricade, Type III-B	20	EA	$85.00	$1,700.00
54	Standard Barricade, Type III-B With Signs, Type B Construction	8	EA	$100.00	$800.00
55	Maintenance of Traffic	1	LS	$15,000.00	$15,000.00
56	Mobilization / Demobilization	1	LS	$19,000.00	$19,000.00
57	Work Allowance	1	LS	$5,000.00	$5,000.00

IMPROVEMENT RESOLUTION NO. 12423

WALLACE STREET SIDEWALK REPAIRS
WORK ORDER NO. 12423

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA.

That it is deemed necessary to improve: Wallace Street from Monroe Street to Clay Street with new Concrete Curbface Sidewalk (North side only), ADA Curb Ramps and Drive Approaches.

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 2nd day of april, 20 .

BOARD OF PUBLIC WORKS

Robert Kennedy, Chairman

Mike Avila

Mike Avila, Member

Kumar Menon, Member

ATTEST: Victoria Edwards

Victoria Edwards, Clerk

ESTIMATE OF QUANTITIES

RES. NO.: 12423
W.O. NO.: 12423

proj: Wallace Street Sidewalk Repairs

Bid Estimate: $30,490.00
estimated e&i: $7,622.50
Total estimate: $38,112.50

Date:

ITEM NO.	ITEM	PLAN QTY	UNIT	UNIT PRICE ($)	AMOUNT ($)
1	Removal of Curb	130	LF	$7.00	$910.00
2	Removal of Concrete	330	SY	$7.00	$2,310.00
3	Concrete Sidewalk (4")	40	SY	$30.00	$1,200.00
4	Concrete Wing Walk and Curb Ramps	70	SY	$50.00	$3,500.00
5	Concrete Curbface Walk (Includes V-Locs)	315	SY	$35.00	$11,025.00
6	Concrete for Commercial Drives (12") (9 Bag Hi-Early Mix)	37	SY	$60.00	$2,220.00
7	ADA Solutions, Armor-Tile or Approved Equal Replaceable 2' x 5' Composit Wetset Tactile Warning Surface Units	7	EA	$250.00	$1,750.00
8	Concrete Curb Type III	35	LF	$15.00	$525.00
9	Concrete Curb-Back of Sidewalk	30	LF	$15.00	$450.00
10	Adjust Casting to Grade	5	EA	$125.00	$625.00
11	Bed Coarse Material	120	TN	$15.00	$1,800.00
12	Top Soil	15	TN	$30.00	$450.00
13	Hydroseeding with Polymer for Erosion Control	50	SY	$3.00	$150.00
14	Arrow Board	5	DAY	$25.00	$125.00
15	Construction Sign, Type "A"	6	EA	$75.00	$450.00
16	Maintenance of Traffic	1	LS	$1,100.00	$1,100.00
17	Mobilization / Demobilization	1	LS	$1,400.00	$1,400.00
18	Work Allowance	1	LS	$500.00	$500.00

BID
CONTRACTOR:

proj: Wallace Street Sidewalk Repairs

RES. NO.: 12423
W.O. NO.: 12423

TOTAL BID AMT: _____

required completion date: June 27th, 2014

Note: Contractor will be paid on measured quantities only at unit price bid. Any form of correction within the area of unit prices, extensions, or total on this bid must be initialed by the bidder and will be noted at the time of opening.

Bid Date:

Contractors Signature

ITEM NO.	ITEM	PLAN QUANTITY	UNIT	UNIT PRICE ($)	AMOUNT ($)
1	Removal of Curb	130	LF		
2	Removal of Concrete	330	SY		
3	Concrete Sidewalk (4")	40	SY		
4	Concrete Wing Walk and Curb Ramps	70	SY		
5	Concrete Curbface Walk (Includes V-Locs)	315	SY		
6	Concrete for Commercial Drives (12") (9 Bag Hi-Early Mix)	37	SY		
7	ADA Solutions, Armor-Tile or Approved Equal Replaceable 2' x 5' Composit Wetset Tactile Warning Surface Units	7	EA		
8	Concrete Curb Type III	35	LF		
9	Concrete Curb-Back of Sidewalk	30	LF		
10	Adjust Casting to Grade	5	EA		
11	Bed Coarse Material	120	TN		
12	Top Soil	15	TN		
13	Hydroseeding with Polymer for Erosion Control	50	SY		
14	Arrow Board	5	DAY		
15	Construction Sign, Type "A"	6	EA		
16	Maintenance of Traffic	1	LS		
17	Mobilization / Demobilization	1	LS		
18	Work Allowance	1	LS	$500.00	

IMPROVEMENT RESOLUTION NO. 51098

WALDEN ADDITION "AREA 1" STREET LIGHTING IMPROVEMENTS
WORK ORDER NO. 51098

CEDIT NEIGHBORHOOD/REVOLVING BARRETT LAW

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA,

That it is deemed necessary to improve: STREET LIGHTING IN "AREA 1" OF THE WALDEN ADDITION. PROJECT LIMITS INCLUDE ANDRO RUN, LOMBARD PLACE, AND LANDMARK DRIVE.

All in accordance with the profile, details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

The cost for TOWN AND COUNTRY HPS LIGHTING WITH BURIED WIRE AND NEW SERVICE POINTS shall be assessed 60% on the real estate abutting on said improvements and 40% upon the City of Fort Wayne, Indiana, if the said City is benefited by said improvement and the cost for N/A shall be assessed 100% on said City, all according to the method and manner provided for in an Act of the General Assembly of the State of Indiana, and the provisions of all Acts amendatory thereto and supplemental thereof.

Assessments if deferred are to be paid in ten equal installments with interest at the rate of five (5%) percent per annum as set by the Board of Public Works and shall be financed under Revolving Barrett Law as provided for in the above-entitled acts.

All proceedings and any work done on said improvements, assessment of property, collection of assessments and issuance of Bonds, therefore, shall be as provided for in said above-entitled acts and all amendments thereto and supplemental thereof.

Adopted this 2nd day of April, 2014.

BOARD OF PUBLIC WORKS

Robert Kennedy, Chairman

Mike Avila

Mike Avila, Member

Kumar Menon, Member

ATTEST: Victoria Edwards

Victoria Edwards, Clerk

BID

CONTRACTOR:

proj: WALDEN ADDITION PHASE I ESTIMATED "AREA 1"

RES. NO.: 51098
W.O. NO.: 51098

TOTAL BID AMT: _____

required completion date: _____

Note: Contractor will be paid on measured quantities only at unit price bid. Any form of correction within the area of unit prices, extensions, or total on this bid must be initialed by the bidder and will be noted at the time of opening.

Bid Date:

Contractors Signature

ITEM NO.	ITEM	PLAN QUANTITY	UNIT	UNIT PRICE ($)	AMOUNT ($)
1	3C/6 IN TRAY CABLE IN BORE TUBE	2106	LFT		
2	100W HPS T/C, 16' D.B.F.G. POLE, AND #12 WIRE AS REQUIRED	21	EACH		
3	SERVICE POINT ON 6" X 6" WOOD POST	2	EACH		
4	EXISTING T/C ASSEMBLY, REMOVE	2	EACH		
5	EXISTING SERVICE POINT, REMOVE	3	EACH		
6	TRAFFIC MAINTENANCE	1	LSUM		
7	CONTINGENCY	1	LSUM		

ESTIMATE OF QUANTITIES

RES. NO.: 51098
W.O. NO.: 51098

proj: WALDEN ADDITION PHASE I ESTIMATED "AREA 1"

Bid Estimate: $45,229.10
estimated e&i:
Total estimate: $45,229.10

Date: 3/13/2014

ITEM NO.	ITEM	PLAN QTY	UNIT	UNIT PRICE ($)	AMOUNT ($)
1	3C/6 IN TRAY CABLE IN BORE TUBE	2106	LFT	$10.50	$22,113.00
2	100W HPS T/C, 16' D.B.F.G. POLE, AND #12 WIRE AS REQUIRED	21	EACH	$750.00	$15,750.00
3	SERVICE POINT ON 6" X 6" WOOD POST	2	EACH	$1,100.00	$2,200.00
4	EXISTING T/C ASSEMBLY, REMOVE	2	EACH	$200.00	$400.00
5	EXISTING SERVICE POINT, REMOVE	3	EACH	$250.00	$750.00
6	TRAFFIC MAINTENANCE	1	LSUM	$500.00	$500.00
7	CONTINGENCY	1	LSUM	$3,516.10	$3,516.10

IMPROVEMENT RESOLUTION NO. 12255

GREENWAY – PUFFERBELLY TRAIL
WORK ORDER NO. 12255

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA.

That it is deemed necessary to improve: Greenway – Pufferbelly Trail from Dupont Road to Carroll Road by clearing of right of way, constructing a 10' and 12' trail, constructing a 10' boardwalk, constructing curb ramps, installing pedestrian signals, pavement markings, and adjusting castings to grade.

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 33% by the City of Fort Wayne and 67% by Allen County.

Adopted this 2nd day of april, 2014.

BOARD OF PUBLIC WORKS

Robert Kennedy, Chair

Mike Avila

Mike Avila, Member

Kumar Menon, Member

ATTEST: Victoria Edwards

Victoria Edwards, Clerk

ESTIMATE OF QUANTITIES

RES. NO.: 12255
W.O. NO.: 12255

proj: GREENWAY - PUFFERBELLY TRAIL (DUPONT ROAD TO CARROLL ROAD)

Bid Estimate: $603,202.50
estimated e&i:
Total estimate: $603,202.50

Date:

ITEM NO.	ITEM	PLAN QTY	UNIT	UNIT PRICE ($)	AMOUNT ($)
1	MOBILIZATION / DEMOBILIZATION	1	LS	$40,000.00	$40,000.00
2	MAINTENANCE OF TRAFFIC	1	LS	$10,000.00	$10,000.00
3	CLEARING RIGHT OF WAY	1	LS	$80,000.00	$80,000.00
4	CONSTRUCTION ENGINEERING	1	LS	$15,000.00	$15,000.00
5	BOARDWALK	260	LF	$400.00	$104,000.00
6	EXCAVATION, COMMON	5000	CY	$15.00	$75,000.00
7	BORROW	3500	TON	$10.00	$35,000.00
8	GEOGRID, BX 1200 (Include 12" Undercut and #53 Stone) (UNDISTRIBUTED QUANTITY)	2500	SY	$6.00	$15,000.00
9	TYPE "O" COMPACTED AGGREGATE FOR BASE NO. 53	5000	TON	$18.00	$90,000.00
10	PIPE, HECP, 19" x 30", (Include No. 53, Special Backfill)	54	LF	$50.00	$2,700.00
11	PIPE,CMP, 15", (Include No. 53, Special Backfill)	30	LF	$22.00	$660.00
12	PIPE, HDPE, 12" (Include No. 53, Special Backfill)	310	LF	$41.00	$12,710.00
13	CONCRETE PAD FOR REST NODES (INCLUDE BRICK PAVERS)	60	SY	$45.00	$2,700.00
14	METAL END SECTION, 15"	2	EA	$250.00	$500.00
15	METAL END SECTION, 19" x 30"	4	EA	$225.00	$900.00
16	CASTINGS ADJUSTED TO GRADE	3	EA	$400.00	$1,200.00
17	TEMPORARY EROSION CONTROL, PERIMETER PROTECTION	6375	LF	$2.00	$12,750.00
18	INLET PROTECTION	10	EA	$50.00	$500.00
19	RIP-RAP WITH GEOTEXTILE	400	SY	$10.00	$4,000.00
20	WABASH VALLEY MEMORIAL PARK BENCH, SP400R (RIB), BLACK, ESTATE 6' BENCH W/BACK - PORT./SURF. MT.	4	EA	$1,200.00	$4,800.00
21	CONCRETE BOLLARD, REMOVABLE	2	EA	$500.00	$1,000.00
22	CONCRETE WINGWALK AND RAMPS (MODIFIED)	50	SY	$45.00	$2,250.00
23	CONCRETE SIDEWALK (4")	40	SY	$25.00	$1,000.00
24	HYDROSEEDING WITH HYDROSTIK OR EQUIVALENT POLYMER FOR EROSION AND SEDIMENT CONTROL	8500	SY	$3.00	$25,500.00
25	TOP SOIL	600	TON	$15.00	$9,000.00
26	ADA SOLUTIONS, ARMOR-TILE, OR APPROVED EQUAL "REPLACEABLE" 2'X5' COMPOSITE, WETSET, TACTILE WARNING SURFACE UNIT- BRICK RED	6	EA	$200.00	$1,200.00
27	8" UNDERDRAIN (INCLUDE #8 STONE) UNDISTRIBUTED	500	LF	$9.00	$4,500.00
28	24" INLET WITH BEEHIVE CASTING (UNDISTRIBUTED)	6	EA	$1,200.00	$7,200.00
29	PEDESTRIAN SIGNAL, TYPE A	2	EA	$7,900.00	$15,800.00
30	SAW CUT, FULL DEPTH	120	LF	$2.00	$240.00
31	35' POLE WITH SERVICE EQUIPMENT AND DROP	1	EA	$1,800.00	$1,800.00
32	2" CONDUIT (BORE)	200	LF	$15.00	$3,000.00
33	HANDHOLE	2	EA	$650.00	$1,300.00
34	SIGNAL CABLE 7C/14	200	LF	$2.00	$400.00

35	SERVICE CABLE 3C/8	50	LF	$3.00	$150.00
36	PAVEMENT MESSAGE MARKINGS, THERMOPLASTIC, WORD (XING) 4 FT.	2	EA	$70.00	$140.00
37	PAVEMENT MESSAGE MARKINGS, THERMOPLASTIC, WORD (ROAD) 4 FT.	2	EA	$65.00	$130.00
38	PAVEMENT MESSAGE MARKINGS, THERMOPLASTIC, WORD (XING) 8 FT.	2	EA	$90.00	$180.00
39	TRANSVERSE MARKINGS, THERMOPLASTIC, BIKE SYMBOL	2	EA	$80.00	$160.00
40	PAVEMENT MARKING, WHITE, THERMOPLASTIC, 24 INCH CROSSWALK (PIANO KEYS)	105	LF	$4.50	$472.50
41	PAVEMENT MARKINGS, THERMOPLASTIC, STOP LINE, 24 INCH	12	LF	$5.00	$60.00
42	LECTERN SIGN	2	EA	$2,000.00	$4,000.00
43	ADVANCED PEDESTRIAN CROSSING SIGN ON POST, TYPE B	2	EA	$200.00	$400.00
44	R1-1 "STOP" SIGN ON POST	2	EA	$150.00	$300.00
45	R5-3 "NO MOTOR VEHICLES" SIGN ON POST	3	EA	$150.00	$450.00
46	CR-12-18 "TRAIL ENDS 200'" SIGN ON POST	1	EA	$150.00	$150.00
47	WORK ALLOWANCE	1	LS	$15,000.00	$15,000.00

BID

CONTRACTOR:

proj: GREENWAY - PUFFERBELLY TRAIL (DUPONT ROAD TO CARROLL ROAD)

RES. NO.: 12255
W.O. NO.: 12255

TOTAL BID AMT: _____

required completion date: September 30, 2014

Note: Contractor will be paid on measured quantities only at unit price bid. Any form of correction within the area of unit prices, extensions, or total on this bid must be initialed by the bidder and will be noted at the time of opening.

Bid Date: April 23, 2014

Contractors Signature

ITEM NO.	ITEM	PLAN QUANTITY	UNIT	UNIT PRICE ($)	AMOUNT ($)
1	MOBILIZATION / DEMOBILIZATION	1	LS		
2	MAINTENANCE OF TRAFFIC	1	LS		
3	CLEARING RIGHT OF WAY	1	LS		
4	CONSTRUCTION ENGINEERING	1	LS		
5	BOARDWALK	260	LF		
6	EXCAVATION, COMMON	5000	CY		
7	BORROW	3500	TON		
8	GEOGRID, BX 1200 (Include 12" Undercut and #53 Stone) (UNDISTRIBUTED QUANTITY)	2500	SY		
9	TYPE "O" COMPACTED AGGREGATE FOR BASE NO. 53	5000	TON		
10	PIPE, HECP, 19" x 30", (Include No. 53, Special Backfill)	54	LF		
11	PIPE,CMP, 15", (Include No. 53, Special Backfill)	30	LF		
12	PIPE, HDPE, 12" (Include No. 53, Special Backfill)	310	LF		
13	CONCRETE PAD FOR REST NODES (INCLUDE BRICK PAVERS)	60	SY		
14	METAL END SECTION, 15"	2	EA		
15	METAL END SECTION, 19" x 30"	4	EA		
16	CASTINGS ADJUSTED TO GRADE	3	EA		
17	TEMPORARY EROSION CONTROL, PERIMETER PROTECTION	6375	LF		
18	INLET PROTECTION	10	EA		
19	RIP-RAP WITH GEOTEXTILE	400	SY		
20	WABASH VALLEY MEMORIAL PARK BENCH, SP400R (RIB), BLACK, ESTATE 6' BENCH W/BACK - PORT./SURF. MT.	4	EA		
21	CONCRETE BOLLARD, REMOVABLE	2	EA		
22	CONCRETE WINGWALK AND RAMPS (MODIFIED)	50	SY		
23	CONCRETE SIDEWALK (4")	40	SY		
24	HYDROSEEDING WITH HYDROSTIK OR EQUIVALENT POLYMER FOR EROSION AND SEDIMENT CONTROL	8500	SY		

25	TOP SOIL	600	TON		
26	ADA SOLUTIONS, ARMOR-TILE, OR APPROVED EQUAL "REPLACEABLE" 2'X5' COMPOSITE, WETSET, TACTILE WARNING	6	EA		
27	8" UNDERDRAIN (INCLUDE #8 STONE) UNDISTRIBUTED	500	LF		
28	24" INLET WITH BEEHIVE CASTING (UNDISTRIBUTED)	6	EA		
29	PEDESTRIAN SIGNAL, TYPE A	2	EA		
30	SAW CUT, FULL DEPTH	120	LF		
31	35' POLE WITH SERVICE EQUIPMENT AND DROP	1	EA		
32	2" CONDUIT (BORE)	200	LF		
33	HANDHOLE	2	EA		
34	SIGNAL CABLE 7C/14	200	LF		
35	SERVICE CABLE 3C/8	50	LF		
36	PAVEMENT MESSAGE MARKINGS, THERMOPLASTIC, WORD (XING) 4 FT.	2	EA		
37	PAVEMENT MESSAGE MARKINGS, THERMOPLASTIC, WORD (ROAD) 4 FT.	2	EA		
38	PAVEMENT MESSAGE MARKINGS, THERMOPLASTIC, WORD (XING) 8 FT.	2	EA		
39	TRANSVERSE MARKINGS, THERMOPLASTIC, BIKE SYMBOL	2	EA		
40	PAVEMENT MARKING, WHITE, THERMOPLASTIC, 24 INCH CROSSWALK (PIANO KEYS)	105	LF		
41	PAVEMENT MARKINGS, THERMOPLASTIC, STOP LINE, 24 INCH	12	LF		
42	LECTERN SIGN	2	EA		
43	ADVANCED PEDESTRIAN CROSSING SIGN ON POST, TYPE B	2	EA		
44	R1-1 "STOP" SIGN ON POST	2	EA		
45	R5-3 "NO MOTOR VEHICLES" SIGN ON POST	3	EA		
46	CR-12-18 "TRAIL ENDS 200"' SIGN ON POST	1	EA		
47	WORK ALLOWANCE	1	LS	$15,000.00	

RELEASE OF SEWER PIPE AND EASEMENT
Courtyard Fairfield Apartments
530 Home Avenue, Fort Wayne, Indiana 46807

Cross Reference to Documents 720026461 and 2013014347
Parcel No. 02-12-14-128-014.000-074

Board of Public Works Resolution 101-4-9-14-1
Quarter Section Map L-07

THIS RELEASE ("Release") is executed this 9th day of April, 2014, by the City of Fort Wayne Board of Public Works ("City"), to wit:

RECITALS

A. Fairfield Community Home, LP, is the owner ("Owner") of certain real estate located in the City of Fort Wayne, Allen County, Indiana, and recorded at Document 2013014347 in the office of the Recorder of Allen County, Indiana ("Real Estate").

B. City obtained an easement described and depicted in the attached Exhibit A over and across the Real Estate through a grant of easement recorded at Document 720026461 in the office of the Recorder of Allen County, Indiana ("Easement"), for the purpose of constructing, operating and maintaining public sewers and related facilities ("City Utilities").

C. For the purpose of redeveloping the Real Estate, Owner has pursuant to City's approval relocated part of the City Utilities for which the Easement was originally dedicated, and has dedicated new easements for the relocated City Utilities, which relocated City Utilities and new easement have been accepted by City, and Owner has requested and City is willing to vacate and release those parts of the City Utilities and Easement no longer required, pursuant to the terms of this Release.

RELEASE

1. City hereby vacates and releases unto Owner all right, title and interest in and to the sewer easement recorded at Document 720026461 in the office of the Recorder of Allen County, Indiana, and described and depicted in the attached Exhibit A.

2. City hereby vacates and releases unto Owner all right, title and interest in and to the sewer pipe and related facilities located between the following points: beginning at Str. L07-136 and running east, north, west and north, and terminating at a new structure designated SAN MH #3, which new structure is located approx. 50 ft. north of existing Str. L07-139, all as depicted in the attached

Exhibit B. Str. L07-136 and new structure SAN MH #3 are not vacated hereby and shall remain part of the City's public sewer system.

IN WITNESS WHEREOF, the City of Fort Wayne Board of Public Works has executed this Release as of the date set forth above.

By: _____
Robert P. Kennedy, Chair

By: _____
Kumar Menon, Member

By: Mike Avila
Mike Avila, Member

ATTEST: Victoria Edwards
Victoria G. Edwards, Clerk

ACKNOWLEDGEMENT

STATE OF INDIANA)
) SS
COUNTY OF ALLEN)

BEFORE ME, a Notary Public in and for said State and County, personally appeared the within named City of Fort Wayne Board of Public Works, "City" herein, by Robert P. Kennedy, Kumar Menon and Mike Avila as Members of the Board of Public Works, and Victoria G. Edwards, Clerk of the Board, and acknowledged the execution of the foregoing Release as their voluntary act and deed.

WITNESS my hand and seal this 9th day of April, 2014.

My Commission Expires: _____

Resident of _____ County

Michelle Nelson
Signature of Notary Public

Michelle Nelson
Printed Name

I affirm, under penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. This instrument prepared by Craig Berndt, Fort Wayne City Utilities, Development Services, April 2, 2014.

LEGAL DESCRIPTION

A part of S. B. Bonds Amended Subdivision, Wayne Township, Allen County, City of Fort Wayne, Indiana, being 7 feet each side of the following described centerlines:

Beginning at a point 6 feet west of the southwest corner of Lot No. 1 in line with the south property line of Lot No. 1; thence north parallel to the west property line of Lot No. 1 a distance of 15.3 feet; thence east parallel to the south property line of Lot No. 1 a distance of 137.9 feet; thence north parallel to the east property lines of Lots No. 1 and 2 a distance of 96.7 feet; thence west parallel to the north property line of Lot No. 2 a distance of 137.9 feet; and thence north parallel to the west property line of Lot No. 2 to a point 6 feet west of the northwest corner of Lot No. 2 in line with the north property line.

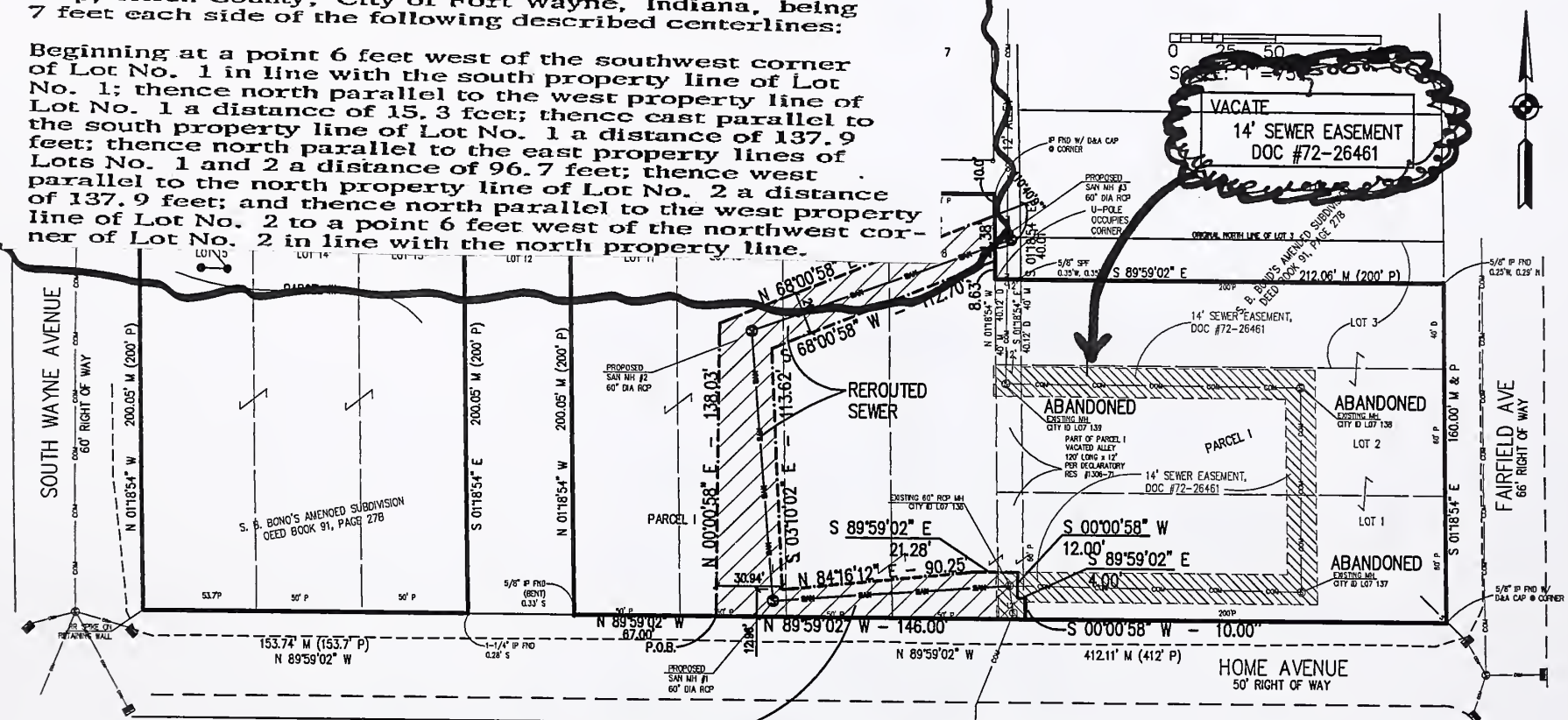


EXHIBIT - A

NEW SEWER EASEMENT
AS RECORDED IN DOCUMENT #2014008586

PREPARED BY:

SURVEYOR:

GOULOFF — JORDAN
SURVEYING AND DESIGN, INC.
1133 BROADWAY FORT WAYNE, IN 46802
PH (260) 424-5362 FAX (260) 424-4916

DATE: MARCH 17, 2014

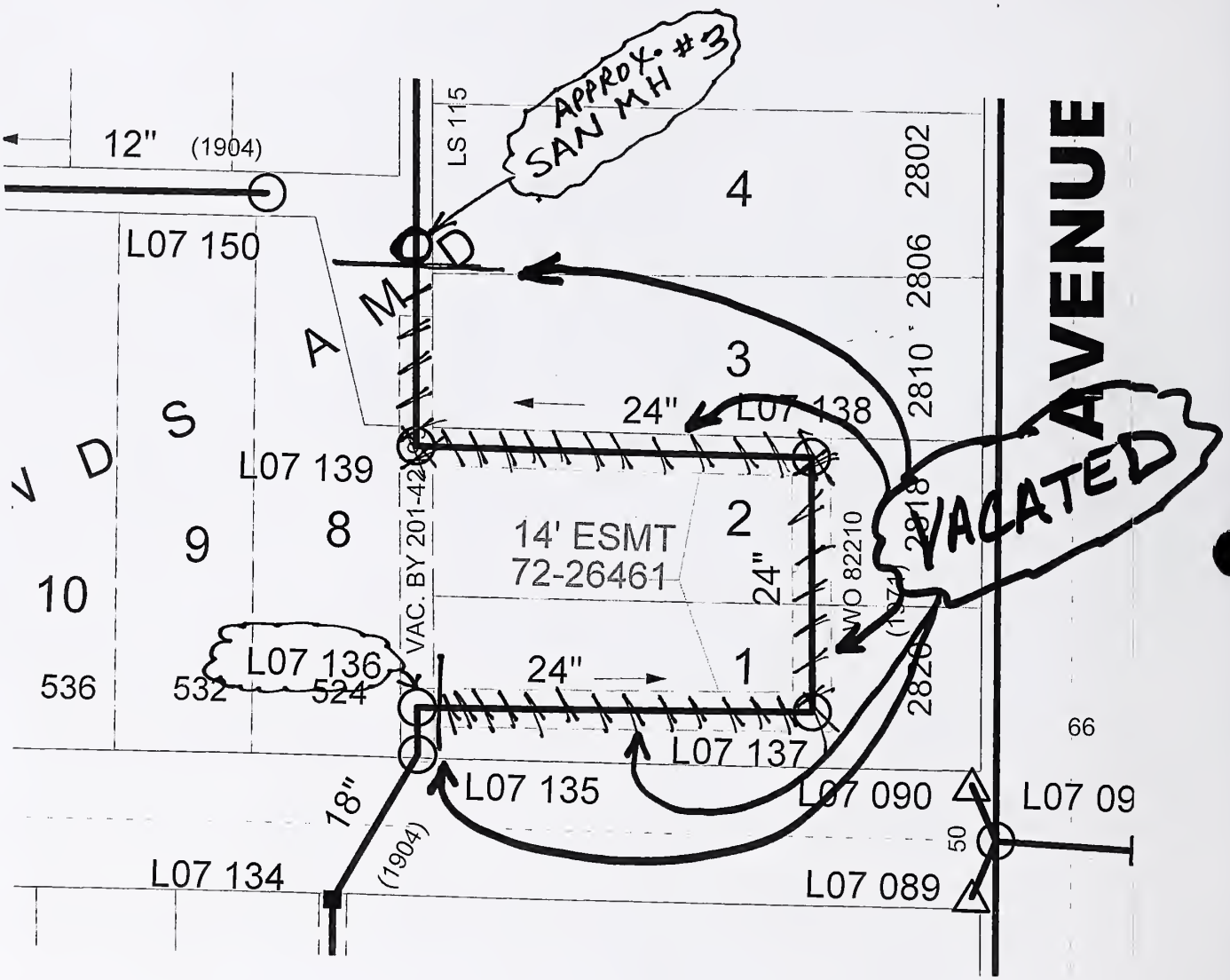
EXHIBIT FOR
SEWER EASEMENT VACATION

THE COURTYARD

530 HOME AVENUE
FORT WAYNE, INDIANA

OWNER / GRANTER:
FAIRFIELD COMMUNITY HOME, LP
500 WEST MAIN STREET
FORT WAYNE, IN 46802

EXHIBIT - B


APPROX. SAN MH #3
VACATED
AVENUE
12" (1904)
LS 115
L07 150
A M D
S
V D
L07 139
9
8
10
536
532
524
L07 136
VAC. BY 201-42
14' ESMT
72-26461
24"
L07 138
L07 137
L07 135
L07 134
18" (1904)
4
3
2
1
2802
2806
2810
2818
2826
WO 82210
L07 090
L07 089
L07 09
50
66

IMPROVEMENT RESOLUTION NO. 12412

2014 – SURFACE MILLING FOR STREET DEPARTMENT
WORK ORDER NO. 12412

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA.

That it is deemed necessary to improve: Surface milling of these asphalt streets to accept new asphalt to be placed by the City of Fort Wayne Street Department.

STREET	FROM	TO
Sandra Lee Ave.	Win Ave.	Shamrock Rd.
Hamilton Ave.	Hanna St.	Oliver St.
Weisser Pk.	Oxford St.	Rudisill Blvd.
Marquette Dr.	Champlain Dr.	Calhoun St.
Sakaden Pkwy	Dead End	Angler Pass
McDonald St.	Edsall Ave.	Kitch St.
Grant Ave	Dead End	Alliger St.
McCulloch St.	Hugh St.	Maumee Ave.
High St.	Osage St.	Franklin Ave.
Gay St.	Hayden St.	Lewis St.
Canterbury Blvd.	Truemper Way	St. Joe Rd.
With Traffic Loops at Intersection of Canterbury Blvd. and St. Joe Rd.		
Canterbury Blvd.	Abbey Dr.	Truemper Way
Stonehedge Blvd.	Abbey Dr.	Old Dover Blvd.
Northgate Blvd.	Old Dover Way	Woodshire Dr.
Roebuck Blvd.	Woodshire Dr.	St. Joe Rd.
South Park Dr.	Sherwood Terrace	Petitt Ave
E. Branning	Calhoun St.	Clinton St.
E. Foster Pkwy	Calhoun St.	Clinton St.
Dissalle Blvd.	Cook Rd.	Cul de Sac
Noble Dr.	Coldwater Rd.	East Term.
N. Bound Lane Coldwater Rd.	Coliseum Blvd.	Noble Dr.
Imperial Park Dr.	Stellhorn Rd.	580' N. of Imperial Plaza Dr.

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 9th day of April, 2014.

BOARD OF PUBLIC WORKS

Robert Kennedy, Chairman

Mike Avila

Mike Avila, Member

Kumar Menon, Member

ATTEST: Victoria Edwards

Victoria Edwards, Clerk

BID

CONTRACTOR:

proj: 2014-Surface Milling for Street Department

RES. NO.: 12412
W.O. NO.: 12412

TOTAL BID AMT: _____

Note: Contractor will be paid on measured quantities only at unit price bid. Any form of correction within the area of unit prices, extensions, or total on this bid must be initialed by the bidder and will be noted at the time of opening.

required completion date: August 15th,2014

Bid Date:

_____

Contractors Signature

ITEM NO.	ITEM	PLAN QUANTITY	UNIT	UNIT PRICE ($)	AMOUNT ($)
1	Mobilazation / Demobilization	1	LS		
2	Surface Milling 1" - 3" in Depth	73000	SY		
3	Maintenance of Traffic	1	LS		
4	Saw Slot and Sealer	100	LF		
5	1c / 14 Signal Wire	300	LF		

ESTIMATE OF QUANTITIES

RES. NO.: 12412
W.O. NO.: 12412

proj: 2014-Surface Milling for Street Department

Bid Estimate: $117,000.00
estimated e&i: $17,550.00
Total estimate: $134,550.00

Date:

ITEM NO.	ITEM	PLAN QTY	UNIT	UNIT PRICE ($)	AMOUNT ($)
1	Mobilazation / Demobilization	1	LS	$6,250.00	$6,250.00
2	Surface Milling 1" - 3" in Depth	73000	SY	$1.15	$83,950.00
3	Maintenance of Traffic	1	LS	$25,000.00	$25,000.00
4	Saw Slot and Sealer	100	LF	$15.00	$1,500.00
5	1c / 14 Signal Wire	300	LF	$1.00	$300.00

IMPROVEMENT RESOLUTION NO. 51097

FAIRFIELD AVENUE STREET LIGHTING IMPROVEMENTS PHASE II
WORK ORDER NO. 51097

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA.

That it is deemed necessary to improve: STREET LIGHTING ON FAIRFIELD AVENUE FROM ROSE LANE TO CREIGHTON AVENUE.

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 9th day of April, 2014.

BOARD OF PUBLIC WORKS

Robert Kennedy, Chairman

Mike Avila, Member

Kumar Menon, Member

ATTEST: Victoria Edwards
Victoria Edwards, Clerk

BID
CONTRACTOR:

proj: Fairfield Avenue Street Lighting Improvements PHASE II

RES. NO.: 51097
W.O. NO.: 51097

TOTAL BID AMT: _____

required completion date: 11/28/14

Note: Contractor will be paid on measured quantities only at unit price bid. Any form of correction within the area of unit prices, extensions, or total on this bid must be initialed by the bidder and will be noted at the time of opening.

Bid Date:

Contractors Signature

ITEM NO.	ITEM	PLAN QUANTITY	UNIT	UNIT PRICE ($)	AMOUNT ($)
1	Place FTW STD pole and #12 wire as required	28	EACH		
2	Place 24" X 60" concrete base	28	EACH		
3	Place 6 ARC LED acorn luminaire	28	EACH		
4	3C/6 THWN wire. Individual conductors or in tray cable in bore tube	2580	LFT		
5	1.5" or 2" bore tube or non-metallic conduit	2860	LFT		
6	3C/6 THWN in poles	280	LFT		
7	4C/6 THWN wire, B,R,W,G. Individual conductors or in tray cable in bore tube	280	LFT		
8	Relay / Riser assembly, 2 inch, 40 AMP, two pole, with photocell and bracket	1	EACH		
9	Pole, remove	6	EACH		
10	Mast arm, remove	7	EACH		
11	Luminaire, remove	8	EACH		
12	Span, remove	6	EACH		
13	Core drill and replace or remove and replace concrete	4	EACH		
14	Cobra, LED, on existing pole	1	EACH		
15	Service units, LED 6 ARC	2	EACH		
16	Service units, pole	1	EACH		
17	Traffic Maintenance	1	LSUM		

ESTIMATE OF QUANTITIES

RES. NO.: 51097
W.O. NO.: 51097

proj: Fairfield Avenue Street Lighting Improvements PHASE II

Bid Estimate: $153,585.00
estimated e&i:
Total estimate: $153,585.00

Date: 3/14/2014

ITEM NO.	ITEM	PLAN QTY	UNIT	UNIT PRICE ($)	AMOUNT ($)
1	Place FTW STD pole and #12 wire as required	28	EACH	$1,600.00	$44,800.00
2	Place 24" X 60" concrete base	28	EACH	$825.00	$23,100.00
3	Place 6 ARC LED acorn luminaire	28	EACH	$1,500.00	$42,000.00
4	3C/6 THWN wire. Individual conductors or in tray cable in bore tube	2580	LFT	$5.00	$12,900.00
5	1.5" or 2" bore tube or non-metallic conduit	2860	LFT	$5.00	$14,300.00
6	3C/6 THWN in poles	280	LFT	$4.50	$1,260.00
7	4C/6 THWN wire, B,R,W,G. Individual conductors or in tray cable in bore tube	280	LFT	$6.25	$1,750.00
8	Relay / Riser assembly, 2 inch, 40 AMP, two pole, with photocell and bracket	1	EACH	$1,400.00	$1,400.00
9	Pole, remove	6	EACH	$300.00	$1,800.00
10	Mast arm, remove	7	EACH	$125.00	$875.00
11	Luminaire, remove	8	EACH	$125.00	$1,000.00
12	Span, remove	6	EACH	$75.00	$450.00
13	Core drill and replace or remove and replace concrete	4	EACH	$500.00	$2,000.00
14	Cobra, LED, on existing pole	1	EACH	$850.00	$850.00
15	Service units, LED 6 ARC	2	EACH	$1,350.00	$2,700.00
16	Service units, pole	1	EACH	$1,400.00	$1,400.00
17	Traffic Maintenance	1	LSUM	$1,000.00	$1,000.00

NORTHWEST FEEDER MAIN PHASE 4 IMPROVEMENTS
RESOLUTION NO. 66207

RESOLUTION BY THE BOARD OF PUBLIC WORKS of the City of Fort Wayne, Indiana that:

Includes the installation of approximately 7,500 linear feet of 24-inch, 30-inch and 36-inch water main; approximately 145 linear feet of 12-inch and 15-inch storm sewer; all related potable water and storm sewer appurtenances; and site restoration.

Said improvements with all their appurtenances shall be constructed in accordance with the plans and specifications titled, "Northwest Feeder Main Phase 4 Improvements"

Declares the cost of the said improvements shall be paid by the funds from the Fort Wayne 2012 Water Utility (Revenue Bond).

Declares the project is necessary for the protection of public health and welfare of the inhabitants of the area and the safeguarding of property within the area.

Declares that this project is of public utility benefit.

States there is a $38,355 cost associated with the purchase of water utility easements associated with this project.

Declares the engineer's estimate of the project's total cost is $3,100,000.

APPROVED THIS 9th DAY OF April, 2013.

BOARD OF PUBLIC WORKS

BY: _____
Robert P. Kennedy, Chairman

BY: Mike Avila
Mike Avila, Member

BY: _____
Kumar Menon, Member

ATTEST: Victoria Edwards
Victoria Edwards, Clerk

Tillman Road and S. Calhoun Street
Storm Drainage and Flood Control Improvements
RESOLUTION NO. 83334

RESOLUTION BY THE BOARD OF STORMWATER MANAGEMENT of the City of Fort Wayne, Indiana that:

Orders the installation of approximately 155 LF of 18" – 36" storm sewer pipes, 4-manholes, a headwall structure, a small earthen and concrete levee and all appurtenant labor and material associated with the storm drainage and flood control improvements in the vicinity of Tillman Road and S. Calhoun Street.

Said improvements with all their appurtenances shall be constructed in accordance with the plans and specifications titled: Tillman Road and S. Calhoun Street Storm Drainage and Flood Control Improvements.

Declares the cost of the said improvements shall be paid by the Fort Wayne Storm Utility.

Declares the project is necessary for the protection of public health and welfare of the in habitants of the area and the safeguarding of property within the area.

Declares that this project is of public utility benefit.

Declares the engineer's estimate of the project's total cost is $300,000.

APPROVED THIS 9th DAY OF April, 2014.

Board of Stormwater Management

BY: _____
Robert P. Kennedy, Chair

BY: _____
Mike Avila, Member

BY: _____
Matthew A. Wirtz, Member

ATTEST: _____
Victoria Edwards, Clerk

TO: Victoria Edwards - Board of Public Works

FROM: Darlene Backs – City Utilities Financial Services

DATE: April 2, 2014

RE: 2011 Water State Revolving Fund Loan - B Disbursements

Please include the following **2011 Water SRF - B disbursement** with the City Utilities vendor payments.

City Utilities Engineering is requesting the Board of Public Works to approve the following payment in the amount of **$19,869.00.** This payment will be made with the 2011 Waterworks B State Revolving Fund Loan Program. This expense is for the 3RFP UV Disinfection Improvement project.

Draw 176	Donohue & Associates	$19,869.00

Robert P. Kennedy, Chairman

Kumar Menon, Member

Mike Avila

Mike Avila, Member

April 9, 2014

Date

TO: Victoria Edwards - Board of Public Works

FROM: Darlene Backs – City Utilities Financial Services

DATE: March 28, 2014

RE: 2012 Sewer State Revolving Fund Loan A Disbursements

Please include the following **2012 Sewer SRF disbursement** with the City Utilities vendor payments.

City Utilities Engineering is requesting the Board of Public Works to approve the following payment in the amount of **$9,076.00.** This payment will be made with the 2012 Sewage Works State Revolving Fund Loan Program. This expense is for the Treatment Capacity Improvements Design project.

Draw 178	Donohue & Associates	$9,076.00

Robert P. Kennedy, Chairman

Kumar Menon, Member

Mike Avila, Member

April 9, 2014
Date

A RESOLUTION approving the sale of
real estate owned by the City of
Fort Wayne.

Resolution # 101-4-16-14-1

WHEREAS, The City of Fort Wayne Board of Public Works is listed as the owner of property located in Fort Wayne, Indiana and more particularly described as:

1016 Liberty Street
E 30' LOT 42 THOMPKINS ADD

500 E Maple Grove Avenue
LOTS 7 & 8 EDGEWOOD ADD

WHEREAS, The Board of Public Works has determined that the City of Fort Wayne has no present use for this property, and that future use by the City is unlikely.

NOW, THEREFORE, the Board of Public Works of the City of Fort Wayne, Indiana, hereby resolves to sell the above-named property, following all applicable state statutes.

Signed this 16th day of April, 2014.

CITY OF FORT WAYNE
BOARD OF PUBLIC WORKS

Robert P. Kennedy, Chair

Mike Avila, Member

Kumar Menon, Member

ATTEST: Victoria Edwards
Victoria Edwards, Clerk

IMPROVEMENT RESOLUTION NO. 12374

BUTLER STREET BRICK STREET REPLACEMENT
WORK ORDER NO. 12374

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA.

That it is deemed necessary to improve: Butler St. from Webster St. to Harrison St. by reconstructing the brick pavement, sidewalks, curbs, drainage structures and curb ramps as needed.

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 16th day of April, 2014.

BOARD OF PUBLIC WORKS

Robert Kennedy, Chairman

Mike Avila, Member

Kumar Menon, Member

ATTEST: Victoria Edwards
Victoria Edwards, Clerk

ESTIMATE OF QUANTITIES

RES. NO.: 12374
W.O. NO.: 12374

proj: Butler Street Brick Street Replacement

Bid Estimate: $209,485.00
estimated e&i:
Total estimate: $209,485.00

Date: 4/11/2014

ITEM NO.	ITEM	PLAN QTY	UNIT	UNIT PRICE ($)	AMOUNT ($)
1	Removal of Concrete	300	SY	$10.00	$3,000.00
2	Removal of Pavement	1050	SY	$10.00	$10,500.00
3	Removal of Curb	100	LF	$10.00	$1,000.00
4	Concrete Sidewalk (4")	215	SY	$28.00	$6,020.00
5	Concrete Wingwalk and Ramps	55	SY	$45.00	$2,475.00
6	ADA Solutions, Armor Tile, of Approved Equal Wetset 2' X 5' Composite Tactile Warning Surface Units	6	EA	$250.00	$1,500.00
7	ADA Solutions, Armor Tile, of Approved Equal Surface Mount 2' X 5' Composite Tactile Warning Surface Units	10	EA	$250.00	$2,500.00
8	Concrete Curb Type III (Undistributed Concrete)	100	LF	$15.00	$1,500.00
9	Curb for Back of Sidewalk	150	LF	$10.00	$1,500.00
10	Pavement Patching (6" Cement Concrete Plain Recessed 1.5" and 1.5" of HAC Surface)	26	SY	$50.00	$1,300.00
11	Brick Pavement Utilizing Existing Brick	650	SY	$145.00	$94,250.00
12	Brick Pavement Utilizing Salvaged Bricks	365	SY	$145.00	$52,925.00
13	Type "O" Compacted Aggregate for Base No. 53	175	TON	$15.00	$2,625.00
14	Bed Course Material	45	TON	$10.00	$450.00
15	Topsoil	20	TON	$15.00	$300.00
16	Hydroseeding With Hydrostick or Equivalent Polymer for Erosion Control	120	SY	$3.00	$360.00
17	24" Solid Storm Manhole Casting Furnished and Adjusted to Grade	1	EA	$500.00	$500.00
18	24" Sanitary Manhole Casting Furnished and Adjusted to Grade	1	EA	$500.00	$500.00
19	2'X2' Alley Casting Furnished and Adjusted to Grade	1	EA	$500.00	$500.00
20	Field Created 30" Round Inlet With 2'X2' Curb and Gutter Casting Furnished and Adjusted to Grade	1	EA	$1,200.00	$1,200.00
21	2'X2' Curb and Gutter Casting (C-10-1 or C-10-2) Furnished and Adjusted to Grade	1	EA	$500.00	$500.00
22	Standard Barricade Type III With Road Closed Sign	2	EA	$80.00	$160.00
23	Standard Barricade Type III	4	EA	$60.00	$240.00
24	Construction Sign, Type A	6	EA	$80.00	$480.00
25	Maintance of Traffic	1	LS	$8,000.00	$8,000.00
26	Mobilization and Demobilization	1	LS	$10,000.00	$10,000.00
27	Work Allowance	1	LS	$5,000.00	$5,000.00
28	Adjust casting to Grade	2	EA	$100.00	$200.00

BID
CONTRACTOR:

proj: Butler Street Brick Street Replacement

RES. NO.: 12374
W.O. NO.: 12374

TOTAL BID AMT: _____

Note: Contractor will be paid on measured quantities only at unit price bid. Any form of correction within the area of unit prices, extensions, or total on this bid must be initialed by the bidder and will be noted at the time of opening.

required completion date: October 15th, 2014

Bid Date: 5/7/14

Contractors Signature

ITEM NO.	ITEM	PLAN QUANTITY	UNIT	UNIT PRICE ($)	AMOUNT ($)
1	Removal of Concrete	300	SY		
2	Removal of Pavement	1050	SY		
3	Removal of Curb	100	LF		
4	Concrete Sidewalk (4")	215	SY		
5	Concrete Wingwalk and Ramps	55	SY		
6	ADA Solutions, Armor Tile, of Approved Equal Wetset 2' X 5' Composite Tactile Warning Surface Units	6	EA		
7	ADA Solutions, Armor Tile, of Approved Equal Surface Mount 2' X 5' Composite Tactile Warning Surface Units	10	EA		
8	Concrete Curb Type III (Undistributed Concrete)	100	LF		
9	Curb for Back of Sidewalk	150	LF		
10	Pavement Patching (6" Cement Concrete Plain Recessed 1.5" and 1.5" of HAC Surface)	26	SY		
11	Brick Pavement Utilizing Existing Brick	650	SY		
12	Brick Pavement Utilizing Salvaged Bricks	365	SY		
13	Type "O" Compacted Aggregate for Base No. 53	175	TON		
14	Bed Course Material	45	TON		
15	Topsoil	20	TON		
16	Hydroseeding With Hydrostick or Equivalent Polymer for Erosion Control	120	SY		
17	24" Solid Storm Manhole Casting Furnished and Adjusted to Grade	1	EA		
18	24" Sanitary Manhole Casting Furnished and Adjusted to Grade	1	EA		
19	2'X2' Alley Casting Furnished and Adjusted to Grade	1	EA		
20	Field Created 30" Round Inlet With 2'X2' Curb and Gutter Casting Furnished and Adjusted to Grade	1	EA		
21	2'X2' Curb and Gutter Casting (C-10-1 or C-10-2) Furnished and Adjusted to Grade	1	EA		
22	Standard Barricade Type III With Road Closed Sign	2	EA		
23	Standard Barricade Type III	4	EA		
24	Construction Sign, Type A	6	EA		
25	Maintance of Traffic	1	LS		
26	Mobilization and Demobilization	1	LS		
27	Work Allowance	1	LS	$5,000.00	
28	Adjust casting to Grade	2	EA		

IMPROVEMENT RESOLUTION NO. 12381

BLACKHAWK, BLACKHAWK FOREST, AND BLACKHAWK FARMS CONCRETE STREET REPAIRS
WORK ORDER NO. 12381

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA.

That it is deemed necessary to improve: Blackhawk Addition, Blackhawk Forest Addition, and Blackhawk Farms Addition by repairing the concrete streets, curbs, sidewalks, and curb ramps as needed. Also adding a relief storm sewer in the Blackhawk addition.

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 16th day of April, 20 .

BOARD OF PUBLIC WORKS

_____
Robert Kennedy, Chairman

Mike Avila
_____
Mike Avila, Member

_____
Kumar Menon, Member

ATTEST: Victoria Edwards
Victoria Edwards, Clerk

ESTIMATE OF QUANTITIES

RES. NO.: 12381
W.O. NO.: 12381

proj: Blackhawk, Blackhawk Forest, Blackhawk Farms Concrete Street Repairs

Bid Estimate: $2,036,735.25
estimated e&i:
Total estimate: $2,036,735.25

Date: 4/14/2014

ITEM NO.	ITEM	PLAN QTY	UNIT	UNIT PRICE ($)	AMOUNT ($)
1	Concrete Pavement Removal	31797	SYS	$8.00	$254,376.00
2	Concrete Removal	3586	SYS	$7.00	$25,102.00
3	Cement Concrete Pavement, Plain, 7"	31797	SYS	$30.00	$953,910.00
4	Concrete Drive, 6"	941	SYS	$28.00	$26,348.00
5	Concrete Sidewalk, 4"	2614	SYS	$25.00	$65,350.00
6	Concrete Curb Ramp, 6"	550	SYS	$40.00	$22,000.00
7	Concrete Wingwalk, 6"	140	SYS	$40.00	$5,600.00
8	1" Expansion Joint with Thickened Edge	1843	LFT	$2.75	$5,068.25
9	Compacted Aggregate No. 53 Base	4811	TON	$18.00	$86,598.00
10	Bed Coarse Material	382	TON	$15.00	$5,730.00
11	Underdrain, Group K, 6" and Aggregate No. 8	5075	LFT	$8.00	$40,600.00
12	Hydroseeding	4718	SYS	$1.00	$4,718.00
13	Topsoil	25	TON	$20.00	$500.00
14	Tree Removal, 8"	1	EA	$250.00	$250.00
15	Geogrid (Undistributed)	2000	SYS	$7.00	$14,000.00
16	2' x 5' Detectable Warning Panel, Replaceable, Brick Red, Wet-Set	110	EA	$150.00	$16,500.00
17	2' x 5' Detectable Warning Panel, Replaceable, Brick Red, Surface-Mount	16	EA	$150.00	$2,400.00
18	Inlet Protection Device for Erosion and Sediment Control, Sediguard	45	EA	$100.00	$4,500.00
19	Casting, Adjust to Grade	11	EA	$185.00	$2,035.00
20	2' x 2' Curb and Gutter Casting, Furnish and Adjust to Grade	39	EA	$400.00	$15,600.00
21	24" Solid Storm MH Casting, Furnish & Adust to Grade	1	EA	$450.00	$450.00
22	2' x 2' Inlet with 2' x 2' Curb and Gutter Casting	6	EA	$1,000.00	$6,000.00
23	72" Storm Drainage Manhole with 24" Solid Storm Manhole Casting	4	EA	$4,500.00	$18,000.00
24	84" Storm Drainage Manhole with 24" Solid Storm Manhole Casting	1	EA	$5,000.00	$5,000 00
25	Special Poured In Place Structure (STR. 104) with 24" Solid Storm Manhole Casting	1	EA	$3,500.00	$3,500.00
26	12" Storm Concrete Non-Pressure Utility Piping, Class III	155	LFT	$30.00	$4,650.00
27	29" x 45" Elliptical Storm Concrete Non-Pressure Utility Piping, Class HE-I	914	LFT	$200.00	$182,800.00
28	8" PVC Sanitary Non-Pressure Utility Piping, SDR 26	10	LFT	$80.00	$800.00
29	36" PVC Storm Non-Pressure Utility Piping, SDR 35	199	LFT	$150.00	$29,850.00
30	Water Service Line Repair	8	EA	$450.00	$3,600.00
31	Water Main Relocation (Connect to Existing Water Main 'Cut in Fittings')	1	EA	$1,500.00	$1,500.00
32	Water Valve Box Adjustment (undistributed)	10	EA	$100.00	$1,000.00

33	Sanitary Tap Relocation (6" PVC Non-Pressure Utility Piping, SDR 26)	5	EA	$2,000.00	$10,000.00
34	Sanitary Service Line Repair	9	EA	$500.00	$4,500.00
35	S4" Steel Casing Utility Pipe Jacking, 0.62S Guage	80	LFT	$700.00	$56,000.00
36	Special Backfill, No. 53/73	1638	CY	$10.00	$16,380.00
37	Backfill, No. 8	30	CY	$150.00	$4,500.00
38	Street Light Pole	8	EA	$1,350.00	$10,800.00
39	Wire 3C/6 in Tray Cable and Bore Tube	425	LFT	$12.00	$5,100.00
40	Construction Sign, Type A	12	EA	$175.00	$2,100.00
41	Line, Solid, White, Paint, 4"	1600	LFT	$0.50	$800.00
42	Line,Transverse Marking, Solid, White, Paint, 6"	160	LFT	$0.75	$120.00
43	Excavation of Unsuitable Material	170	CY	$30.00	$5,100.00
44	Additional Select Fill for Unsuitable Material	170	CY	$30.00	$5,100.00
45	Maintaining of Traffic	1	LS	$19,300.00	$19,300.00
46	Mobilization and Demobilization	1	LS	$38,600.00	$38,600.00
47	Work Allowance	1	LS	$50,000.00	$50,000.00

BID

CONTRACTOR:

proj: Blackhawk, Blackhawk Forest, Blackhawk Farms Concrete Street Repairs

RES. NO.: 12381
W.O. NO.: 12381

TOTAL BID AMT: _____

required completion date: November 1st, 2014

Note: Contractor will be paid on measured quantities only at unit price bid. Any form of correction within the area of unit prices, extensions, or total on this bid must be initialed by the bidder and will be noted at the time of opening.

Bid Date: May 7, 2014

Contractors Signature

ITEM NO.	ITEM	PLAN QUANTITY	UNIT	UNIT PRICE ($)	AMOUNT ($)
1	Concrete Pavement Removal	31797	SYS		
2	Concrete Removal	3586	SYS		
3	Cement Concrete Pavement, Plain, 7"	31797	SYS		
4	Concrete Drive, 6"	941	SYS		
5	Concrete Sidewalk, 4"	2614	SYS		
6	Concrete Curb Ramp, 6"	550	SYS		
7	Concrete Wingwalk, 6"	140	SYS		
8	1" Expansion Joint with Thickened Edge	1843	LFT		
9	Compacted Aggregate No. 53 Base	4811	TON		
10	Bed Coarse Material	382	TON		
11	Underdrain, Group K, 6" and Aggregate No. 8	5075	LFT		
12	Hydroseeding	4718	SYS		
13	Topsoil	25	TON		
14	Tree Removal, 8"	1	EA		
15	Geogrid (Undistributed)	2000	SYS		
16	2' x 5' Detectable Warning Panel, Replaceable, Brick Red, Wet-Set	110	EA		
17	2' x 5' Detectable Warning Panel, Replaceable, Brick Red, Surface-Mount	16	EA		
18	Inlet Protection Device for Erosion and Sediment Control, Sediguard	45	EA		
19	Casting, Adjust to Grade	11	EA		
20	2' x 2' Curb and Gutter Casting, Furnish and Adjust to Grade	39	EA		
21	24" Solid Storm MH Casting, Furnish & Adust to Grade	1	EA		
22	2' x 2' Inlet with 2' x 2' Curb and Gutter Casting	6	EA		
23	72" Storm Drainage Manhole with 24" Solid Storm Manhole Casting	4	EA		
24	84" Storm Drainage Manhole with 24" Solid Storm Manhole Casting	1	EA		

25	Special Poured In Place Structure (STR. 104) with 24" Solid Storm Manhole Casting	1	EA		
26	12" Storm Concrete Non-Pressure Utility Piping, Class III	155	LFT		
27	29" x 45" Elliptical Storm Concrete Non-Pressure Utility Piping, Class HE-I	914	LFT		
28	8" PVC Sanitary Non-Pressure Utility Piping, SDR 26	10	LFT		
29	36" PVC Storm Non-Pressure Utility Piping, SDR 35	199	LFT		
30	Water Service Line Repair	8	EA		
31	Water Main Relocation (Connect to Existing Water Main 'Cut in Fittings')	1	EA		
32	Water Valve Box Adjustment (undistributed)	10	EA		
33	Sanitary Tap Relocation (6" PVC Non-Pressure Utility Piping, SDR 26)	5	EA		
34	Sanitary Service Line Repair	9	EA		
35	54" Steel Casing Utility Pipe Jacking, 0.625 Guage	80	LFT		
36	Special Backfill, No. 53/73	1638	CY		
37	Backfill, No. 8	30	CY		
38	Street Light Pole	8	EA		
39	Wire 3C/6 in Tray Cable and Bore Tube	425	LFT		
40	Construction Sign, Type A	12	EA		
41	Line, Solid, White, Paint, 4"	1600	LFT		
42	Line,Transverse Marking, Solid, White, Paint, 6"	160	LFT		
43	Excavation of Unsuitable Material	170	CY		
44	Additional Select Fill for Unsuitable Material	170	CY		
45	Maintaining of Traffic	1	LS		
46	Mobilization and Demobilization	1	LS		
47	Work Allowance	1	LS	$50,000.00	

ST. JOE DAM, TAINTER GATE NO. 2 REPLACEMENT
RESOLUTION NO. 66310

RESOLUTION BY THE BOARD OF PUBLIC WORKS of the City of Fort Wayne, Indiana that:

Replacement of Tainter Gate No.2 at the City of Fort Wayne's St. Joe Dam. The work includes demolishing the existing tainter gate, installing a new tainter gate that the City fabricated last year, and all related work.

Said improvements with all their appurtenances shall be constructed in accordance with the plans and specifications titled, St. Joe Dam Tainter Gate No. 2 Replacement.

Declares the cost of the said improvements shall be paid by the Fort Wayne Water Utility (Revenue Bond).

Declares the project is necessary for the protection of public health and welfare of the in habitants of the area and the safeguarding of property within the area.

Declares that this project is of public utility benefit.

States there are no cost associated with the purchase of any land associate with this project.

Declares the engineer's estimate of the project's total cost is $143,000.

APPROVED THIS 16th DAY OF April, 2014.

BOARD OF PUBLIC WORKS

BY: _____
Robert P. Kennedy, Chair

BY: _____
Kumar Menon, Member

BY: _____
Mike Avila, Member

ATTEST: Victoria Edwards
Victoria Edwards, Clerk

A RESOLUTION OF THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA, AUTHORIZING THE SALE OF CERTAIN REAL PROPERTY

RESOLUTION NUMBER 101-4-9-14-2

WHEREAS, the City of Fort Wayne Board of Public Works (the "Board") owns certain real property (the "Parcel"), the legal description to which is attached hereto as Exhibit "A" and made a part of this Resolution by this reference; and

WHEREAS, Chestnut Group, Inc., wishes to purchase the Parcel from the Board; and

WHEREAS, Indiana Code Title 36, Article 1, Chapter 11, Section 3(b)(2) [IC 36-1-11-3(b)(2)] requires the Board to conduct a public hearing regarding the sale of the Parcel and to give the Board's recommendation of whether or not the sale of the Parcel should proceed to the Mayor of the City of Fort Wayne, Indiana.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA, AS FOLLOWS:

1. That the Board sets Wednesday, April 23, 2014, at 10:00 A.M., in Room 035 of Citizens Square, 200 E. Berry St., Fort Wayne, Indiana, as the time and place at which the Board shall hear all persons who wish to speak in favor or against the sale of the Parcel to Chestnut Group, Inc. .

2. That the Board hereby authorizes DeWayne Nodine, Program Manager, Capital Project Services with Fort Wayne City Utilities Engineering to sign, in the name of and on behalf of the Board, any deed associated with the sale of the Parcel in the event that the sale of the Parcel is approved by the Common Council of the City of Fort Wayne, Indiana, as well as the Board.

3. That the Board shall, after conducting the public hearing required by IC 36-1-11-3(b)(2), give the Board's recommendation to the Mayor of the City of Fort Wayne, Indiana, by means of passing a Resolution approving, disapproving, or suggesting modification to the sale of the parcel to Chestnut Group, Inc.

This resolution shall be in full force and effect from and after its adoption by the Board of Public Works of the City of Fort Wayne, Indiana.

APPROVED this 23rd day of April, 2014.

BOARD OF PUBLIC WORKS

By: _____
Robert Kennedy, Chair

By: _____
Kumar Menon, Member

By: _____
Mike Avila, Member

Attest: _____
Victoria Edwards, Clerk

EXHIBIT "A"

Legal Description

The North 800 feet of the East 138.39 feet of Lot Number 7 and the North 800 feet of Lot Number 8, all by parallel lines, in the Plat of Rousseau's Out Lots, according to the plat thereof as recorded in Plat Book 7B, page 50, in the Office of the Recorder of Allen County, Indiana, being a subdivision of the South Half of the Northeast Quarter of Section 3, Township 31 North, Range 12 East, in Allen County, Indiana, containing 9.348 acres of land, more or less.

NOTICE OF PUBLIC HEARING

Notice is hereby given that on Wednesday, April 23, 2014, at 10:00 o'clock A.M., the Fort Wayne Board of Public Works (the "Board") will hold a public hearing during which the Board will hear from citizens wishing to speak about the proposed sale of certain real property as described below to Chestnut Group, Inc., for a purchase price of $200,000. This public hearing will be held in room 035 in the garden level of Citizens Square, located at 200 East Berry Street, Fort Wayne, Indiana, 46802. The legal description of the real property to be sold is as follows: The North 800 feet of the East 138.39 feet of Lot Number 7 and the North 800 feet of Lot Number 8, all by parallel lines, in the Plat of Rousseau's Out Lots, according to the plat thereof as recorded in Plat Book 7B, page 50, in the Office of the Recorder of Allen County, Indiana, being a subdivision of the South Half of the Northeast Quarter of Section 3, Township 31 North, Range 12 East, in Allen County, Indiana, containing 9.348 acres of land, more or less.

Board of Public Works

Robert P. Kennedy – Chair

Kumar Menon – Member

Mike Avila – Member

Victoria Edwards – Clerk

IMPROVEMENT RESOLUTION NO. 12384

HAVERHILL/PLANTATION OF ABOITE/ABOITE LAKES ESTATES/ NORTH SHORES CONCRETE STREET REPAIRS WORK ORDER NO. 12384

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA.

That it is deemed necessary to improve: THE ADDITIONS OF HAVERHILL, PLANTATION OF ABOITE, ABOITE LAKE ESTATES, AND NORTH SHORES BY RECONSTRUCTION OF THE CONCRETE ROADWAYS, JOINT REPAIR AND REPLACEMENT, INSTALLING UNDERDRAIN, STORMWATER UP-GRADES AND CASTING REPLACEMENT, UPDATE CURB-RAMPS, SIDEWALK AND DRIVE APPROACH REPAIRS, AND HYDRO-SEED RESTORATION.

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 23rd day of April, 2014.

BOARD OF PUBLIC WORKS

Robert Kennedy, Chairman

Mike Avila, Member

Kumar Menon, Member

ATTEST: Victoria Edwards
Victoria Edwards, Clerk

ESTIMATE OF QUANTITIES

RES. NO.: 12384
W.O. NO.: 12384

proj: Haverhill/Plantation of Aboite/Aboite Lake Estates/North Shores Concrete Street Repairs

Bid Estimate: $2,155,525.50
estimated e&i:
Total estimate: $2,155,525.50

Date: 4/14/2014

ITEM NO.	ITEM	PLAN QTY	UNIT	UNIT PRICE ($)	AMOUNT ($)
1	Mobilization and Demobilization	1	LS	$78,000.00	$78,000.00
2	Removal of Concrete Pavement	39877	SYS	$7.00	$279,139.00
3	Sidewalk, Concrete, Remove	738	SYS	$6.50	$4,797.00
4	Tree Removal/Stump Removal (Undistributed)	37	EACH	$400.00	$14,800.00
5	Cement Concrete Pavement, Plain, 7", Class A	39877	SYS	$30.00	$1,196,310.00
6	Joint Replacement	1295	LFT	$8.00	$10,360.00
7	1" Expansion Joint	1816	LFT	$120.00	$217,920.00
8	Concrete Pavement for Residential Drive (6")	9	SYS	$40.00	$360.00
9	Concrete Pavement for Commercial Drive (8")	74	SYS	$55.00	$4,070.00
10	Walk, Concrete (4")	383	SYS	$35.00	$13,405.00
11	Curb Ramp, Concrete	422	SYS	$45.00	$18,990.00
12	ADA Solutions, Armor-Tile or Approved Equal, Replaceable 2'x5' Composite Wet Set Tactile Warning Units (Color Red Brick)	117	EACH	$200.00	$23,400.00
13	ADA Solutions, Armor-Tile or Approved Equal, Surface Mount 2'x5' Composite Tactile Warning Units (Color Red Brick)	7	EACH	$200.00	$1,400.00
14	Type "O" Compacted Aggregate for Base and Special Backfill, No. 53	6203	TON	$10.00	$62,030.00
15	Bed Course Material	89	TON	$15.00	$1,335.00
16	Curb, Type I-B	45	LFT	$25.00	$1,125.00
17	Backfill Behind Curb	1975	TON	$7.00	$13,825.00
18	Maintenance of Traffic	1	LS	$78,000.00	$78,000.00
19	Hydroseeding with Hydrostik or Equivalent Polymer for Erosion Control	5315	SYS	$2.70	$14,350.50
20	Topsoil	294	CYS	$10.00	$2,940.00
21	2x2 Alley Casting	2	EACH	$400.00	$800.00
22	2x3 Curb and Gutter Casting	1	EACH	$375.00	$375.00
23	2x3 Inlet	1	EACH	$1,500.00	$1,500.00
24	Pipe, RCP, 12"	22	LFT	$32.00	$704.00
25	Casting, Furnish and Adjust to Grade (Undistributed)	10	EACH	$800.00	$8,000.00
26	6" Underdrains (Includes #8 Stone)	7640	LFT	$9.50	$72,580.00
27	Sediguard Inlet Protection Device or Approved Equivalent for Sediment Control	52	EACH	$50.00	$2,600.00
28	Transverse Markings, Thermoplastic, Piano Key Crosswalk, White, 24"	42	LFT	$5.00	$210.00
29	Construction Sign, Type A (Undistributed)	40	EACH	$55.00	$2,200.00
30	Utility Allowance	1	LS	$20,000.00	$20,000.00
31	Work Allowance	1	LS	$10,000.00	$10,000.00

BID

CONTRACTOR:

Haverhill/Plantation of Aboite/Aboite Lake Estates/North Shores
proj: Concrete Street Repairs

RES. NO.: 12384
W.O. NO.: 12384

TOTAL BID AMT: _____

Note: Contractor will be paid on measured quantities only at unit price bid. Any form of correction within the area of unit prices, extensions, or total on this bid must be initialed by the bidder and will be noted at the time of opening.

required completion date: November 26, 2014

Bid Date:

Contractors Signature

ITEM NO.	ITEM	PLAN QUANTITY	UNIT	UNIT PRICE ($)	AMOUNT ($)
1	Mobilization and Demobilization	1	LS		
2	Removal of Concrete Pavement	39877	SYS		
3	Sidewalk, Concrete, Remove	738	SYS		
4	Tree Removal/Stump Removal (Undistributed)	37	EACH		
5	Cement Concrete Pavement, Plain, 7", Class A	39877	SYS		
6	Joint Replacement	1295	LFT		
7	1" Expansion Joint	1816	LFT		
8	Concrete Pavement for Residential Drive (6")	9	SYS		
9	Concrete Pavement for Commercial Drive (8")	74	SYS		
10	Walk, Concrete (4")	383	SYS		
11	Curb Ramp, Concrete	422	SYS		
12	ADA Solutions, Armor-Tile or Approved Equal, Replaceable 2'x5' Composite Wet Set Tactile Warning Units (Color Red Brick)	117	EACH		
13	ADA Solutions, Armor-Tile or Approved Equal, Surface Mount 2'x5' Composite Tactile Warning Units (Color Red Brick)	7	EACH		
14	Type "O" Compacted Aggregate for Base and Special Backfill, No. 53	6203	TON		
15	Bed Course Material	89	TON		
16	Curb, Type I-B	45	LFT		
17	Backfill Behind Curb	1975	TON		
18	Maintenance of Traffic	1	LS		
19	Hydroseeding with Hydrostik or Equivalent Polymer for Erosion Control	5315	SYS		
20	Topsoil	294	CYS		
21	2x2 Alley Casting	2	EACH		
22	2x3 Curb and Gutter Casting	1	EACH		
23	2x3 Inlet	1	EACH		
24	Pipe, RCP, 12"	22	LFT		
25	Casting, Furnish and Adjust to Grade (Undistributed)	10	EACH		
26	6" Underdrains (Includes #8 Stone)	7640	LFT		
27	Sediguard Inlet Protection Device or Approved Equivalent for Sediment Control	52	EACH		
28	Transverse Markings, Thermoplastic, Piano Key Crosswalk, White, 24"	42	LFT		
29	Construction Sign, Type A (Undistributed)	40	EACH		
30	Utility Allowance	1	LS		
31	Work Allowance	1	LS		

IMPROVEMENT RESOLUTION NO. 12406

NORTHLAND BLVD & POLO RUN WALKS
WORK ORDER NO. 12406

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA.

That it is deemed necessary to improve: By constructing new walks, curb ramps, cross walk pavement markings, top soil and restoration.

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 23rd day of April, 2014

BOARD OF PUBLIC WORKS

Robert Kennedy, Chairman

Mike Avila

Mike Avila, Member

Kumar Menon, Member

ATTEST: Victoria Edwards

Victoria Edwards, Clerk

BID
CONTRACTOR:

proj: **Northland Blvd & Polo Run walks**

RES. NO.: **12406**
W.O. NO.: **12406**

TOTAL BID AMT: _____

required completion date: 8/29/2014

Note: Contractor will be paid on measured quantities only at unit price bid. Any form of correction within the area of unit prices, extensions, or total on this bid must be initialed by the bidder and will be noted at the time of opening.

_____
Contractors Signature

ITEM NO.	ITEM	PLAN QUANTITY	UNIT	UNIT COST ($)	AMOUNT ($)
1	REMOVAL OF CONCRETE	17	SY		
2	CONCRETE SIDEWALK 4"	170	SY		
3	CONCRETE WINGWALK & RAMPS	73	SY		
4	REMOVAL OF CURB	120	LF		
5	TYPE II- B CURB	50	LF		
6	BEDCOURSE MATERIAL	27	TON		
7	TOP SOIL	30	TON		
8	HYDROSEEDING W/ HYDROSTICK OF EQUAL REPLACMENT POLYMER	194	SY		
9	MOBILIZATION / DEMOBILIZATION	1	LS		
10	MAINTENACE OF TRAFFIC	1	LS		
11	CONSTRUCTION SIGN, TYPE "A"	3	EA		
12	ADA Solutions, Armor-Tile or Approved Equal Replaceable 2' x5' Composit Wetset Tactile Warning Surface Units (color brick red)	8	EA		
13	LINE, PAINT SOLID WHITE 4"	250	LF		
14	COMMON EXCAVATION	148	CY		
15	INLET PROTECTION DEVISES FOR STORM & EROSION CONTROL	4	EA		
16	WORK ALLOWANCE	1	LS	$1,000.00	
17	LINE, THERMOPLASTIC, SOLID WHITE 24",STOP BAR (PIANO KEYS)	30	LF		
18	LINE, PAINT, SOLID WHITE 4", (CROSS WALK)	240	LF		
19	CONCRETE CURB BACK OF SIDEWALK (UNDISTRIBUTED QUANTITY)	75	LF		

ESTIMATE OF QUANTITIES

RES. NO.: 12406
W.O. NO.: 12406

proj: Northland Blvd & Polo Run walks

Bid Estimate: $21,189.00
estimated e&I: $5,297.25
Total estimate: $26,486.25

Date: 3/28/2014

ITEM NO.	ITEM	PLAN QTY	UNIT	UNIT COST ($)	AMOUNT ($)
1	REMOVAL OF CONCRETE	17	SY	$10.00	$170.00
2	CONCRETE SIDEWALK 4"	170	SY	$30.00	$5,100.00
3	CONCRETE WINGWALK & RAMPS	73	SY	$34.00	$2,482.00
4	REMOVAL OF CURB	120	LF	$10.00	$1,200.00
5	TYPE II- B CURB	50	LF	$20.00	$1,000.00
6	BEDCOURSE MATERIAL	27	TON	$20.00	$540.00
7	TOP SOIL	30	TON	$20.00	$600.00
8	HYDROSEEDING W/ HYDROSTICK OF EQUAL REPLACMENT POLYMER	194	SY	$3.00	$582.00
9	MOBILIZATION / DEMOBILIZATION	1	LS	$1,500.00	$1,500.00
10	MAINTENACE OF TRAFFIC	1	LS	$1,200.00	$1,200.00
11	CONSTRUCTION SIGN, TYPE "A"	3	EA	$75.00	$225.00
12	ADA Solutions, Armor-Tile or Approved Equal Replaceable 2' x5' Composit Wetset Tactile Warning Surface Units (color brick red)	8	EA	$220.00	$1,760.00
13	LINE, PAINT SOLID WHITE 4"	250	LF	$0.50	$125.00
14	COMMON EXCAVATION	148	CY	$15.00	$2,220.00
15	INLET PROTECTION DEVISES FOR STORM & EROSION CONTROL	4	EA	$45.00	$180.00
16	WORK ALLOWANCE	1	LS	$1,000.00	$1,000.00
17	LINE, THERMOPLASTIC, SOLID WHITE 24",STOP BAR (PIANO KEYS)	30	LF	$12.00	$360.00
18	LINE, PAINT, SOLID WHITE 4", (CROSS WALK)	240	LF	$0.50	$120.00
19	CONCRETE CURB BACK OF SIDEWALK (UNDISTRIBUTED QUANTITY)	75	LF	$11.00	$825.00

2014 CIPP PKG. 1 – SMALL DIAMETER
WO#75994

RESOLUTION BY THE BOARD OF PUBLIC WORKS of the City of Fort Wayne, Indiana that:

The CONTRACTOR shall furnish all labor, materials, supplies, and equipment required to perform the following:

> Rehabilitation of approximately 60,000 LF of small diameter (6-15 inch) sanitary and combined sewer by means of a cured-in-place pipe method.

Said improvements, with all their appurtenances, shall be constructed in accordance with the specifications titled, **2014 CIPP Pkg. 1 – Small Diameter**.

Declares the cost of the said improvements shall be paid by the funds from the Fort Wayne Utilities 2013 Sewer Revenue Bond.

Declares the project is necessary for the protection of public health and welfare of the inhabitants of the area and the safeguarding of property within the area.

Declares that this project is of public utility benefit.

States that no additional costs will be associated with the purchase of any land associate with this project.

Declares the estimate of the project's total cost of **$2,110,956.**

APPROVED THIS 23rd **DAY OF** April**, 2014.**

BOARD OF PUBLIC WORKS

BY: _____
Robert P. Kennedy, Chair

BY: _____
Kumar Menon, Member

BY: Mike Avila
Mike Avila, Member

ATTEST: Victoria Edwards
Victoria G. Edwards, Clerk

TO: Victoria Edwards - Board of Public Works

FROM: Darlene Backs – City Utilities Financial Services

DATE: April 21, 2014

RE: 2012 Sewer State Revolving Fund Loan A Disbursements

Please include the following **2012 Sewer SRF disbursements** with the City Utilities vendor payments.

City Utilities Engineering is requesting the Board of Public Works to approve the following payments in the amount of **$54,601.00.** These payments will be made with the 2012 Sewage Works State Revolving Fund Loan Program. These expenses are for the Long Term Control Plan.

Draw 179	CH2M Hill Engineers	$ 18,463.00
Draw 180	Arcadis US Inc.	36,138.00
	Total Payments	**$ 54,601.00**

Robert P. Kennedy, Chairman

Kumar Menon, Member

Mike Avila, Member

April 23, 2014
Date

RELEASE OF UTILITY EASEMENT
YMCA Northeast
5600 block, St. Joe Center Rd., Ft. Wayne, Ind. 46835

Cross Reference to Document 2011059342 and Deed Book 634, pgs. 578-579
Parcel No. 02-08-21-201-004.000-072

Board of Public Works Resolution 101-4-30-14-1
Quarter Section Map U-34

THIS RELEASE ("Release") is executed this 30th day of April, 2014, by the City of Fort Wayne Board of Public Works ("City"), to wit:

RECITALS

A. Steininger R/E Investors '11, LLC, is the owner ("Owner") of certain real estate located in the City of Fort Wayne, Allen County, Indiana, and recorded at Document 2011059342 in the office of the Recorder of Allen County, Indiana ("Real Estate").

B. City obtained an easement across the Real Estate through a grant of easement described and depicted in the attached Exhibit A, and recorded at Deed Book 634, pgs. 578-579 in the office of the Recorder of Allen County, Indiana ("Easement"), for the purpose of constructing, operating and maintaining public utility facilities ("City Utilities").

C. City has not installed and does not contemplate installing City Utilities in the Easement, and Owner has for the purpose of developing the Real Estate, requested that City release the Easement.

RELEASE

1. City hereby vacates and releases unto Owner all right, title and interest in and to the utility easement described and depicted in the attached Exhibit A and recorded at Deed Book 634, pgs. 578-579 in the office of the Recorder of Allen County, Indiana.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the City of Fort Wayne Board of Public Works has executed this Release as of the date set forth above.

By: _____
Robert P. Kennedy, Chair

By: _____
Kumar Menon, Member

By: Mike Avila
Mike Avila, Member

ATTEST: Victoria Edwards
Victoria G. Edwards, Clerk

ACKNOWLEDGEMENT

STATE OF INDIANA)
) SS
COUNTY OF ALLEN)

BEFORE ME, a Notary Public in and for said State and County, personally appeared the within named City of Fort Wayne Board of Public Works, "City" herein, by Robert P. Kennedy, Kumar Menon and Mike Avila as Members of the Board of Public Works, and Victoria G. Edwards, Clerk of the Board, and acknowledged the execution of the foregoing Release as their voluntary act and deed.

WITNESS my hand and seal this 30th day of April, 2014.

My Commission Expires: 12-02-2020

Resident of Allen County

Lindsay K. Haggerty
Signature of Notary Public

Lindsay K. Haggerty
Printed Name

Lindsay K Haggerty
Notary Public Seal State of Indiana
Allen County
My Commission Expires 12/02/2020

I affirm, under penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. This instrument prepared by Craig Berndt, Fort Wayne City Utilities, Development Services, April 22, 2014.

EXHIBIT A

N.E. QUARTER SECTION 21

IMPROVEMENT RESOLUTION NO. 12285

FAIRFIELD AVE. AND EWING ST. RECONSTRUCTION
WORK ORDER NO. 12285

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA.

That it is deemed necessary to improve: Fairfield Avenue and Ewing Street from Baker St to Superior St by reconstructing the existing asphalt and concrete pavement and installing new sidewalks, ramps bike lanes, drainage, signs, signals, landscaping, lighting and markings. The project also includes the addition of a roundabout at the Superior St intersection.

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 30th day of April, 2014.

BOARD OF PUBLIC WORKS

Robert Kennedy, Chairman

Mike Avila, Member

Kumar Menon, Member

ATTEST: Victoria Edwards
Victoria Edwards, Clerk

Covington Rd – Smith Rd Water Main Replacement
RESOLUTION NO. 66269

RESOLUTION BY THE BOARD OF PUBLIC WORKS of the City of Fort Wayne, Indiana that:

Includes the installation of 2,102 linear feet of 8-inch water main replacement and associated hydrants, valves, and all other appurtenances.

Said improvements with all their appurtenances shall be constructed in accordance with the plans and specifications titled, "Covington Rd – Smith Rd Water Main Replacement"

Declares the cost of the said improvements shall be paid by the funds from the Fort Wayne Water Utility (Revenue).

Declares the project is necessary for the protection of public health and welfare of the inhabitants of the area and the safeguarding of property within the area.

Declares that this project is of public utility benefit.

States there is no cost associated with the purchase of any land associated with this project.

Declares the engineer's estimate of the project's total cost is $170,000.00

APPROVED THIS 30th DAY OF April, 2014.

BOARD OF PUBLIC WORKS

BY: _____
Robert P. Kennedy, Chairman

BY: _____
Mike Avila, Member

BY: _____
Kumar Menon, Member

ATTEST: _____
Victoria Edwards, Clerk

Lenox Ave. – Fairfax Ave Sewer Separation, Phase II
RESOLUTION NO. 75810

RESOLUTION BY THE BOARD OF PUBLIC WORKS of the City of Fort Wayne, Indiana that:

The CONTRACTOR shall furnish all labor, materials, supplies, and equipment required to perform the following:

> Construction of storm sewer along Fairfax Ave., McClellan St., Lenox Ave., and Calhoun Street. This will consist of approximately 2,500 linear feet of 36 storm sewer pipe, 160 linear feet of sanitary sewer, and 140 linear feet of water main adjustments. The storm sewer extensions will pick up existing street and inlets that are currently connected to the combined system.

Said improvements with all their appurtenances shall be constructed in accordance with the plans and specifications titled, **Lenox Ave. – Fairfax Ave. Sewer Separation, Phase II.**

Declares the cost of the said improvements shall be paid by the funds from Fort Wayne Sewer Utility (Revenue).

Declares the project is necessary for the protection of public health and welfare of the in habitants of the area and the safeguarding of property within the area.

Declares that this project is of public utility benefit.

Declares Board of Public Works will acquire the property rights described in Attachment "A" (Property Acquisition Summary Sheet).

Declares the engineer's estimate of the project's total cost is $1,455,000.00

APPROVED THIS 30th DAY OF April, 2014.
Board of PUBLIC WORKS

BY: _____
Robert P. Kennedy, Chair

BY: Mike Avila
Mike Avila, Member

BY: _____
Kumar Menon, Member

ATTEST: Victoria Edwards
Victoria Edwards, Clerk

Swift Interceptor Relief Sewer - Coldwater Road Crossing

RESOLUTION NO. 76016

RESOLUTION BY THE BOARD OF PUBLIC WORKS of the City of Fort Wayne, Indiana that:

installation of approximately 109 LF of 24" DR26 PVC sanitary sewer piping across Coldwater Road by means of open excavation

Said improvements with all their appurtenances shall be constructed in accordance with the plans and specifications titled, Swift Interceptor Relief Sewer - Coldwater Road Crossing

Declares the cost of the said improvements shall be paid by the funds from the Fort Wayne 2013 Sewer Utility Revenue Bond

Declares the project is necessary for the protection of public health and welfare of the in habitants of the area and the safeguarding of property within the area.

Declares that this project is of public utility benefit.

Declares Board of Public Works will acquire the property rights described in Attachment "A" (Property Acquisition Summary Sheet).

Declares the engineer's estimate of the project's total cost is $75,000.

APPROVED THIS 30th DAY OF April, 2014.

BOARD OF PUBLIC WORKS

BY: _____
Robert P. Kennedy, Chairman

BY: Mike Avila
Mike Avila, Member

BY: _____
Kumar Menon, Member

ATTEST: Victoria Edwards
Victoria Edwards, Clerk

PROPERTY ACQUISITION SUMMARY - Swift Phase 3 - At Coldwater Rd.

PARCEL NO.	OWNER	PROPERTY ADDRESS	SHEET NUMBER	SOURCE OF TITLE DEED RECORD NUMBER	SEWER AND DRAINAGE EASEMENT	TEMPORARY CONSTRUCTION EASEMENT	REMARKS	EASEMENT DOCUMENT NUMBER
3	Shirley Markle	Field north of 12008 Colwater Rd. Fort Wayne 46845		200038105	X	X		2013054537
2	Gary and Ethel Pulfer	12115 Coldwater Rd Fortwayne 46845		203112838	X	X		pending

TO: Victoria Edwards - Board of Public Works

FROM: Darlene Backs – City Utilities Financial Services

DATE: April 23, 2014

RE: 2012 Sewer State Revolving Fund Loan A Disbursements

Please include the following **2012 Sewer SRF disbursements** with the City Utilities vendor payments.

City Utilities Engineering is requesting the Board of Public Works to approve the following payments in the amount of **$32,301.00.** These payments will be made with the 2012 Sewage Works State Revolving Fund Loan Program. These expenses are for the Long Term Control Plan and the Treatment Capacity Improvements design project.

Draw 181	Donohue & Associates	$ 7,200.00
Draw 182	CH2M Hill Engineers	25,101.00
	Total Payments	**$ 32,301.00**

Robert P. Kennedy, Chairman

Kumar Menon, Member

Mike Avila, Member

April 30, 2014
Date

TO: Victoria Edwards - Board of Public Works

FROM: Darlene Backs – City Utilities Financial Services

DATE: April 23, 2014

RE: 2011 Water State Revolving Fund Loan - B Disbursements

Please include the following **2011 Water SRF - B disbursement** with the City Utilities vendor payments.

City Utilities Engineering is requesting the Board of Public Works to approve the following payment in the amount of **$3,770.00.** This payment will be made with the 2011 Waterworks B State Revolving Fund Loan Program. This expense is for the 3RFP UV Disinfection Improvement project.

Draw 177	Donohue & Associates	$3,770.00

Robert P. Kennedy, Chairman

Kumar Menon, Member

Mike Avila, Member

April 30, 2014
Date

IMPROVEMENT RESOLUTION NO. 12361

PARK AVENUE SIDEWALK IMPROVEMENT
WORK ORDER NO. 12361

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA.

That it is deemed necessary to improve: Park Avenue from Thompson Avenue to Broadway with spot repair of the sidewalks, drive and alley approaches and ADA curbramp improvements. Trees that are causing damage to the sidewalks will also be removed.

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 7th day of May, 2014.

BOARD OF PUBLIC WORKS

Robert Kennedy, Chairman

Mike Avila, Member

Kumar Menon, Member

ATTEST: Victoria Edwards
Victoria Edwards, Clerk

ESTIMATE OF QUANTITIES

RES. NO.: 12361
W.O. NO.: 12361

proj: Park Avenue Sidewalk Improvement

Bid Estimate: $61,425.00
estimated e&i: $15,356.25
Total estimate: $76,781.25

Date:

ITEM NO.	ITEM	PLAN QTY	UNIT	UNIT PRICE ($)	AMOUNT ($)
1	Removal of Concrete	750	SY	$8.00	$6,000.00
2	Concrete Sidewalk (4")	555	SY	$30.00	$16,650.00
3	Concrete Wingwalk & Ramps (6")	15	SY	$40.00	$600.00
4	Concrete for Residential Drives (6")	145	SY	$40.00	$5,800.00
5	Concrete for Commercial and Alley Drives (8')	35	SY	$45.00	$1,575.00
6	ADA Solutions, Armor Tile, or approved equal Wet Set 2' x 5' Composit Tactile Warning Surface Unit	1	EA	$250.00	$250.00
7	ADA Solutions, Armor Tile, or approved equal Surface Mount 2' x 5' Composit Tactile Warning Surface Unit	1	EA	$250.00	$250.00
8	Bed Coarse Material	150	TN	$15.00	$2,250.00
9	Top Soil	100	TN	$20.00	$2,000.00
10	Hydroseeding for Erosion Control	450	SY	$3.00	$1,350.00
11	Tree Removal (24" to 36")	6	EA	$1,200.00	$7,200.00
12	Tree Removal (37" to 60")	7	EA	$1,500.00	$10,500.00
13	Tree Stump Removal (48")	1	EA	$300.00	$300.00
14	Sediguard Inlet Protection	4	EA	$50.00	$200.00
15	Maintenance of Traffic	1	LS	$2,500.00	$2,500.00
16	Mobilization / Demobilization	1	LS	$3,000.00	$3,000.00
17	Work Allowance	1	LS	$1,000.00	$1,000.00

BID

CONTRACTOR:

proj: Park Avenue Sidewalk Improvement

RES. NO.: 12361
W.O. NO.: 12361

TOTAL BID AMT: _____

Note: Contractor will be paid on measured quantities only at unit price bid. Any form of correction within the area of unit prices, extensions, or total on this bid must be initialed by the bidder and will be noted at the time of opening.

required completion date: Sept. 12th, 2014

Bid Date:

Contractors Signature

ITEM NO.	ITEM	PLAN QUANTITY	UNIT	UNIT PRICE ($)	AMOUNT ($)
1	Removal of Concrete	750	SY		
2	Concrete Sidewalk (4")	555	SY		
3	Concrete Wingwalk & Ramps (6")	15	SY		
4	Concrete for Residential Drives (6")	145	SY		
5	Concrete for Commercial and Alley Drives (8')	35	SY		
6	ADA Solutions, Armor Tile, or approved equal Wet Set 2' x 5' Composit Tactile Warning Surface Unit	1	EA		
7	ADA Solutions, Armor Tile, or approved equal Surface Mount 2' x 5' Composit Tactile Warning Surface Unit	1	EA		
8	Bed Coarse Material	150	TN		
9	Top Soil	100	TN		
10	Hydroseeding for Erosion Control	450	SY		
11	Tree Removal (24" to 36")	6	EA		
12	Tree Removal (37" to 60")	7	EA		
13	Tree Stump Removal (48")	1	EA		
14	Sediguard Inlet Protection	4	EA		
15	Maintenance of Traffic	1	LS		
16	Mobilization / Demobilization	1	LS		
17	Work Allowance	1	LS	$1,000.00	

EMERGENCY RESOLUTION NUMBER 66354
Northwest Feeder Large Valve Replacement

WHEREAS, a repair was needed on a 24" concrete feeder main Northwest of Lima Road and Progress Road, for the shutdown of the water main it was discovered that 2 - 24" valves and multiple 16" valves were inoperable. It is imperative to have working valves on large feeder mains in the large diameter mains in the distribution system;

WHEREAS, said inoperable valves could not reasonably be foreseen and requires immediate action, and;

WHEREAS, repair of the valves are beyond the capability of Water Maintenance and Services Department to perform, and;

WHEREAS, Bercot, API, Kokosing, and Gieger, were invited to submit quotes on the repair, and;

WHEREAS, the cost of said repairs were quoted at One Hundred Fourteen Thousand One Hundred Ten Dollars and Zero Cents, ($114,110.00).

NOW, THEREFORE, the Board of Public Works hereby declares an emergency exists for said sewer repairs and orders the Purchasing Department to issue and **EMERGENCY PURCHASE ORDER TO THE CONTRACTOR CHOSEN FOR SAID REPAIRS.**

APPROVED this 7th day of May ,2014.

BOARD OF PUBLIC WORKS

By_____
Robert P. Kennedy, Chair

By_____
Mike Avila, Member

By_____
Kumar Menon, Member

ATTEST: Victoria Edwards
Victoria Edwards, Clerk

Pontiac Rain Garden Renovation Construction
RESOLUTION NO. 75997

RESOLUTION BY THE BOARD OF PUBLIC WORKS of the City of Fort Wayne, Indiana that:

The CONTRACTOR shall furnish all labor, materials, supplies and equipment required to perform the following:

Install a rain garden near the intersection of Pontiac and Adams Center to capture stormwater runoff. The rain garden improvement will consist of installing approximately 450 native plants of various types. A mix of fieldstone and rip rap will surround the garden and minor site grading will be required.

Said improvements with all their appurtenances shall be constructed in accordance with the plans and specifications titled, **Pontiac Rain Garden Renovation Construction.**

Declares the cost of the said improvements shall be paid by the Fort Wayne Sewer Utility.

Declares the project is necessary for the protection of public health and welfare of the in habitants of the area and the safeguarding of property within the area.

Declares that this project is of public utility benefit.

States there are no cost associated with the purchase of any land associate with this project.

Declares the engineer's estimate of the project's total cost is $47,475.00.

APPROVED THIS 7th DAY OF May, 2014.

Board of Public Works

BY: _____
Robert P. Kennedy, Chair

BY: _____
Mike Avila, Member

BY: _____
Kumar Menon, Member

ATTEST: Victoria Edwards
Victoria Edwards, Clerk

IMPROVEMENT RESOLUTION NO. 12383

CRESTWOOD COLONY, NORTH SHERWOOD TERRACE, SILVER MAPLES, AND SUMMERFIELD CONCRETE STREET REPAIRS
WORK ORDER NO. 12383

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA.

That it is deemed necessary to improve: Crestwood Colony Addition, North Sherwood Terrace Addition, Silver Maples Addition, and Summerfield Addition by repairing the concrete streets, curbs, sidewalks, and curb ramps as needed.

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 14th day of May, 2014.

BOARD OF PUBLIC WORKS

Robert Kennedy, Chairman

Mike Avila, Member

Kumar Menon, Member

ATTEST: Victoria Edwards
Victoria Edwards, Clerk

BID

CONTRACTOR:

proj: Crestwood Colony / N. sherwood Terrace and Silver Maples / Summerfield - Concrete Street Repairs

RES. NO.: 12383
W.O. NO.: 12383

TOTAL BID AMT: _____

required completion date: May 29, 2015

Note: Contractor will be paid on measured quantities only at unit price bid. Any form of correction within the area of unit prices, extensions, or total on this bid must be initialed by the bidder and will be noted at the time of opening.

Bid Date: June 4, 2014

Contractors Signature

ITEM NO.	ITEM	PLAN QUANTITY	UNIT	UNIT PRICE ($)	AMOUNT ($)
1	Mobilization / Demobilization	1	LS		
2	Removal of Concrete Pavement	44214	SY		
3	Removal of Concrete	8200	SY		
4	Cement Concrete Pavement, Plain, 7 inches, (Include Curb Type I-A & #4 Rebar)	44214	SY		
5	1" Expansion Joint	2106	LF		
6	Concrete Pavement for Residential Drive (6")	1600	SY		
7	Concrete Sidewalk (4")	6577	SY		
8	Concrete Wingwalk and Ramps (6")	244	SY		
9	ADA Solutions, Armor-Tile, or Approved Equal "Replaceable" 2' x 5' Composite, Wetset, Tactile Warning Surface Unit - Brick Red	14	EA		
10	ADA Solutions, Armor-Tile, or Approved Equal "Surface Mount" 2' x 5' Composite, Wetset, Tactile Warning Surface Unit - Brick Red	131	EA		
11	Type "O" Compacted Aggregate for Base and Special Backfill No. 53	8000	TON		
12	Bedcourse Material	1000	TON		
13	2' x 2' Curb & Gutter Casting, Furnish & Adjust To Grade	10	EA		
14	24" Solid Storm Manhole Casting, "Undistributed", Furnish & Adjust To Grade	10	EA		
15	24" Sanitary Manhole Casting, "Undistributed", Furnish & Adjust To Grade	10	EA		
16	Casting, Adjust To Grade	33	EA		
17	Water Valve-Box, Undistributed", Adjusted to Grade	5	EA		
18	Water Curb-Box "Undistributed", Adjusted to Grade	5	EA		
19	Top Soil	1700	TON		
20	Backfill Behind Curb	2100	TON		
21	Hydroseeding with Hydrostik or Equivalent Polymer for Erosion and Sediment Control	12000	SY		
22	Construction Sign, Type A	40	EA		
23	Standard Barricade, Type III-B	40	EA		
24	Underdrain,6" Perforated Plastic, Group K Pipe (inc. #8 Aggregate Backfill)	3000	LF		
25	Sediguard Inlet Protection Device or Approved Equivalent for Sediment Control	66	EA		
26	Maintenance of Traffic	1	LS		
27	Work Allowance	1	LS	$20,000.00	

ESTIMATE OF QUANTITIES

RES. NO.: 12383
W.O. NO.: 12383

proj: Crestwood Colony / N. sherwood Terrace and Silver Maples / Summerfield - Concrete Street Repairs

Bid Estimate: $2,619,079.00
estimated e&i:
Total estimate: $2,619,079.00

Date:

ITEM NO.	ITEM	PLAN QTY	UNIT	UNIT PRICE ($)	AMOUNT ($)
1	Mobilization / Demobilization	1	LS	$85,000.00	$85,000.00
2	Removal of Concrete Pavement	44214	SY	$7.00	$309,498.00
3	Removal of Concrete	8200	SY	$6.00	$49,200.00
4	Cement Concrete Pavement, Plain, 7 inches, (Include Curb Type I-A & #4 Rebar)	44214	SY	$34.00	$1,503,276.00
5	1" Expansion Joint	2106	LF	$8.00	$16,848.00
6	Concrete Pavement for Residential Drive (6")	1600	SY	$40.00	$64,000.00
7	Concrete Sidewalk (4")	6577	SY	$26.00	$171,002.00
8	Concrete Wingwalk and Ramps (6")	244	SY	$45.00	$10,980.00
9	ADA Solutions, Armor-Tile, or Approved Equal "Replaceable" 2' x 5' Composite, Wetset, Tactile Warning Surface Unit - Brick Red	14	EA	$225.00	$3,150.00
10	ADA Solutions, Armor-Tile, or Approved Equal "Surface Mount" 2' x 5' Composite, Wetset, Tactile Warning Surface Unit - Brick Red	131	EA	$200.00	$26,200.00
11	Type "O" Compacted Aggregate for Base and Special Backfill No. 53	8000	TON	$18.00	$144,000.00
12	Bedcourse Material	1000	TON	$14.00	$14,000.00
13	2' x 2' Curb & Gutter Casting, Furnish & Adjust To Grade	10	EA	$500.00	$5,000.00
14	24" Solid Storm Manhole Casting, "Undistributed", Furnish & Adjust To Grade	10	EA	$500.00	$5,000.00
15	24" Sanitary Manhole Casting, "Undistributed", Furnish & Adjust To Grade	10	EA	$500.00	$5,000.00
16	Casting, Adjust To Grade	33	EA	$225.00	$7,425.00
17	Water Valve-Box, Undistributed", Adjusted to Grade	5	EA	$125.00	$625.00
18	Water Curb-Box "Undistributed", Adjusted to Grade	5	EA	$75.00	$375.00
19	Top Soil	1700	TON	$18.00	$30,600.00
20	Backfill Behind Curb	2100	TON	$10.00	$21,000.00
21	Hydroseeding with Hydrostik or Equivalent Polymer for Erosion and Sediment Control	12000	SY	$2.00	$24,000.00
22	Construction Sign, Type A	40	EA	$60.00	$2,400.00
23	Standard Barricade, Type III-B	40	EA	$80.00	$3,200.00
24	Underdrain,6" Perforated Plastic, Group K Pipe (inc. #8 Aggregate Backfill)	3000	LF	$8.00	$24,000.00
25	Sediguard Inlet Protection Device or Approved Equivalent for Sediment Control	66	EA	$50.00	$3,300.00
26	Maintenance of Traffic	1	LS	$70,000.00	$70,000.00
27	Work Allowance	1	LS	$20,000.00	$20,000.00

Biosolids Scale Building Forcemain
RESOLUTION 75912

RESOLUTION BY THE BOARD OF PUBLIC WORKS of the City of Fort Wayne, Indiana that:

City Utilities intends to Install 415 feet of 1.25" and 766 feet of 2" DIA DR 11 HDPE piping from a new low pressure grinder pump station located outside the scale building and connect it to the City's sewer system at a point just north of Lake Ave. on Lofton Way.

Said improvements with all their appurtenances shall be constructed in accordance with the plans and specifications titled,

Biosolids Scale Building Forcemain

Declares the cost of the said improvements shall be paid by the funds from the Fort Wayne Sewer Utility Revenue.

Declares the project is necessary for the protection of public health and welfare of the in habitants of the area and the safeguarding of property within the area.

Declares that this project is of public utility benefit.

States there are no costs associated with the purchase of any land associated with this project.

Declares the engineer's estimate of the project's total cost is $ 75,841.00

APPROVED THIS 14th DAY OF May, 2014

BOARD OF PUBLIC WORKS

BY: _____
Robert P. Kennedy, Chair

BY: Mike Avila
Mike Avila, Member

BY: _____
Kumar Menon, Member

ATTEST: Victoria Edwards
Victoria Edwards, Clerk

TO: Victoria Edwards - Board of Public Works

FROM: Darlene Backs – City Utilities Financial Services

DATE: May 8, 2014

RE: 2011 Water State Revolving Fund Loan - B Disbursements

Please include the following **2011 Water SRF - B disbursement** with the City Utilities vendor payments.

City Utilities Engineering is requesting the Board of Public Works to approve the following payment in the amount of **$2,610.00.** This payment will be made with the 2011 Waterworks B State Revolving Fund Loan Program. This expense is for the 3RFP UV Disinfection Improvement project.

Draw 178	Donohue & Associates	$2,610.00

Robert P. Kennedy, Chairman

Kumar Menon, Member

Mike Avila, Member

May 14, 2014
Date

TO: Victoria Edwards - Board of Public Works

FROM: Darlene Backs – City Utilities Financial Services

DATE: May 8, 2014

RE: 2012 Sewer State Revolving Fund Loan A Disbursements

Please include the following **2012 Sewer SRF disbursements** with the City Utilities vendor payments.

City Utilities Engineering is requesting the Board of Public Works to approve the following payments in the amount of **$318,761.00.** These payments will be made with the 2012 Sewage Works State Revolving Fund Loan Program. These expenses are for the Lexington & Oakdale Storm Sewer Extension and the Treatment Capacity Improvements design project.

Draw 183	All Star Construction & Lake City Bank	$271,839.00
Draw 184	Donohue & Associates	46,922.00
	Total Payments	**$318,761.00**

Robert P. Kennedy, Chairman

Kumar Menon, Member

Mike Avila, Member

May 14, 2014
Date

IMPROVEMENT RESOLUTION NO. 12404

LOWER HUNTINGTON ROAD CONCRETE STREET REPAIRS
WORK ORDER NO. 12404

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA.

That it is deemed necessary to improve: **LOWER HUNTINGTON ROAD STREET REPAIRS BY RECONSTRUCTION OF THE CONCRETE ROADWAY, I.E. PARTIAL CONCRETE PAVEMENT REPLACEMENT; WHICH INCLUDES CURBS, UP-GRADED CURB-RAMPS, SIDEWALK REPAIRS, SEWER UP-GRADES, TRAFFIC SIGNAL UP-GRADES INCLUDING PEDESTRIAN CROSSING ENHANCEMENTS, A TRAIL CONNECTION TO THE RIVER GREENWAY TRAIL SYSTEM, TOPSOIL AND HYDROSEED RESTORATION.**

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 21st day of May, 2014.

BOARD OF PUBLIC WORKS

Robert Kennedy, Chairman

Mike Avila, Member

Kumar Menon, Member

ATTEST: Victoria Edwards
Victoria Edwards, Clerk

BID
CONTRACTOR:

proj: Lower Huntington Road Concrete Street Repairs

RES. NO.: 12404
W.O. NO.: 12404

TOTAL BID AMT: _____

Note: Contractor will be paid on measured quantities only at unit price bid. Any form of correction within the area of unit prices, extensions, or total on this bid must be initialed by the bidder and will be noted at the time of opening.

required completion date: June 30th 2015

Bid Date: June 11, 2014

Contractors Signature

ITEM NO.	ITEM	PLAN QUANTITY	UNIT	UNIT PRICE ($)	AMOUNT ($)
1	Mobilization and Demobilization	1	LS		
2	Video Documentation of Conditions	1	LS		
3	Utility Allowance	1	LS		
4	Work Allowance	1	LS	$5,000.00	
5	Common Excavation	298	Cys.		
6	Borrow	723	Cys.		
7	Backfill Behind Curb	244	Tons		
8	Clearing R/W	1	LS		
9	Removal of Concrete Pavement	9270	Sys.		
10	Removal of Concrete	280	Sys.		
11	Bedcourse Material	73	Tons		
12	Remove Traffic Signal Equipment	1	Each		
13	Transportation of Salvageable Signal Equipment	1	LS		
14	Remove Detector Housing	6	Each		
15	Remove Handhole	7	Each		
16	Hydroseeding	1492	Sys.		
17	Inlet Protection Devices for Stormwater Erosion Control	9	Each		
18	Temporary Silt Fence	845	Lft.		
19	Cement Concrete Pavement, Plain, 9.5", Class A (including Curb II-A)	9866	Sys.		
20	Concrete Curb III	109	Lft.		
21	Type "O" Compacted Aggregate For Base, No. 53	1182	Tons		
22	Type "O" Compacted Aggregate For Shoulder, No. 53	55	Tons		
23	Bituminous Surface #12	13	Tons		
24	Bituminous Binder #8	26	Tons		
25	HMA for Tack Coat	0.06	Tons		
26	Concrete Pavement For Commercial Drives (8")	239	Sys.		
27	Concrete Curbface Sidewalk	254	Sys.		

28	Curb Ramp, Concrete	107	Sys.		
29	Walk, Concrete	271	Sys.		
30	Walk, Concrete, Reconstruct	222	Sys.		
31	Revetment Riprap	119.699	Tons		
32	Geotextiles	164	Sys.		
33	Seed Mixture, Carefree	500	Sys.		
34	Mulched Seeding	992	Sys.		
35	Guardrail Transition Type TGB, Modified	1	Each		
36	W-Beam Guardrail	42	Lft.		
37	Single Swing Pipe Gate, 12' x 5'	1	Each		
38	Pavement Message Marking, Preformed Plastic, Word "ONLY"	4	Each		
39	Pavement Message Marking, Thermoplastic, Word "ONLY"	1	Each		
40	Pavement Message Marking, Preformed Plastic, Lane Arrow	8	Each		
41	Pavement Message Marking, Thermoplastic, Lane Arrow	3	Each		
42	Transverse Marking, Multi-Component, Stop Line, 24"	246	Lft.		
43	Transverse Marking, Thermoplastic, Stop Line, 24"	47	Lft.		
44	Transverse Marking, Multi-Component, Crosswalk Line, 24"	1377	Lft.		
45	Line, Multi-Component, Broken, White, 4"	1319.5	Lft.		
46	Line, Multi-Component, Solid, White, 4"	2140	Lft.		
47	Line, Multi-Component, Solid, Yellow, 4"	3120	Lft.		
48	Adjust Casting to Grade, Inlet	3	Each		
49	Inlet Type J-10	2	Each		
50	Inlet Type B-15	1	Each		
51	15" Pipe Catch Basin	1	Each		
52	15" Reinforced Concrete Pipe, Class III	90	Lft.		
53	Pipe End Section, 15"	2	Each		
54	16" Pedestrian Signal w/Clamshell Mounting & LED Countdown	8	Each		
55	3C/14 Signal Cable	20	Lft.		
56	5C/14 Signal Cable	80	Lft.		
57	7C/14 Signal cable	700	Lft.		
58	12C/14 IMSA 20-1 Signal Cable	125	Lft.		
59	Pedstrian Push Buttons w/Confirmation Light	8	Each		
60	Solid State Load Switches	2	Each		
61	Wireless Traffic Signal Conversion (Sensys Networks, Inc.)	2	Each		
62	Type "A" Foundation	1	Each		
63	Signal Pole, Pedestal, 10'	1	Each		
64	Conduit, Steel, Galvanized, 2"	20	Lft.		

65	Square Sign Post, Type 1	115.5	Lft.		
66	Sheet Sign, with Legend, 0.080"	24.75	Sft.		
67	Solar Powered Flashing LED Stop Sign (Tapco, Inc.)	6	Each		
68	Maintaining Traffic	1	LS		
69	Construction Sign Type "A"	24	Each		
70	Construction Sign Type "B"	8	Each		
71	Barricade III-B	84	Lft.		
72	Temporary Pavement Marking, Removable, White, 4"	10400	Lft.		
73	Temporary Pavement Marking, Removable, Yellow, 4"	17800	Lft.		
74	Present Structure, Remove Portions	1	LS		
75	Bridge Deck Overlay, Remove	74	Sys.		
76	Dense Graded Subbase	1.6	Cys.		
77	Field Drilled Holes in Concrete	745	Each		
78	Reingorcing Bars, Epoxy Coated	3195	Lbs.		
79	Concrete, C, Superstructure	24.5	Cys.		
80	Surface Seal	1	LS		
81	Structural Steel	1143	Lbs.		

ESTIMATE OF QUANTITIES

RES. NO.: 12404
W.O. NO.: 12404

proj: Lower Huntington Road Concrete Street Repairs

Bid Estimate: $1,183,899.22
estimated e&i:
Total estimate: $1,183,899.22

Date: 5/19/2014

ITEM NO.	ITEM	PLAN QTY	UNIT	UNIT PRICE ($)	AMOUNT ($)
1	Mobilization and Demobilization	1	LS	$40,000.00	$40,000.00
2	Video Documentation of Conditions	1	LS	$1,000.00	$1,000.00
3	Utility Allowance	1	LS	$5,000.00	$5,000.00
4	Work Allowance	1	LS	$5,000.00	$5,000.00
5	Common Excavation	298	Cys.	$15.00	$4,470.00
6	Borrow	723	Cys.	$15.00	$10,845.00
7	Backfill Behind Curb	244	Tons	$15.00	$3,660.00
8	Clearing R/W	1	LS	$5,000.00	$5,000.00
9	Removal of Concrete Pavement	9,270	Sys.	$10.00	$92,700.00
10	Removal of Concrete	280	Sys.	$8.00	$2,240.00
11	Bedcourse Material	73	Tons	$15.00	$1,095.00
12	Remove Traffic Signal Equipment	1	Each	$1,500.00	$1,500.00
13	Transportation of Salvageable Signal Equipment	1	LS	$1,000.00	$1,000.00
14	Remove Detector Housing	6	Each	$100.00	$600.00
15	Remove Handhole	7	Each	$100.00	$700.00
16	Hydroseeding	1,492	Sys.	$1.00	$1,492.00
17	Inlet Protection Devices for Stormwater Erosion Control	9	Each	$2.50	$22.50
18	Temporary Silt Fence	845	Lft.	$2.00	$1,690.00
19	Cement Concrete Pavement, Plain, 9.5", Class A (including Curb II-A)	9,866	Sys.	$55.00	$542,630.00
20	Concrete Curb III	109	Lft.	$15.00	$1,635.00
21	Type "O" Compacted Aggregate For Base, No. 53	1,182	Tons	$12.50	$14,775.00
22	Type "O" Compacted Aggregate For Shoulder, No. 53	55	Tons	$12.50	$687.50
23	Bituminous Surface #12	13	Tons	$80.00	$1,040.00
24	Bituminous Binder #8	26	Tons	$70.00	$1,820.00
25	HMA for Tack Coat	0.06	Tons	$250.00	$15.00
26	Concrete Pavement For Commercial Drives (8")	239	Sys.	$50.00	$11,950.00
27	Concrete Curbface Sidewalk	254	Sys.	$35.00	$8,890.00
28	Curb Ramp, Concrete	107	Sys.	$150.00	$16,050.00
29	Walk, Concrete	271	Sys.	$30.00	$8,130.00
30	Walk, Concrete, Reconstruct	222	Sys.	$35.00	$7,770.00
31	Revetment Riprap	120	Tons	$30.00	$3,590.97
32	Geotextiles	164	Sys.	$2.00	$328.00
33	Seed Mixture, Carefree	500	Sys.	$1.00	$500.00
34	Mulched Seeding	992	Sys.	$1.50	$1,488.00
35	Guardrail Transition Type TGB, Modified	1	Each	$2,200.00	$2,200.00
36	W-Beam Guardrail	42	Lft.	$25.00	$1,050.00
37	Single Swing Pipe Gate, 12' x 5'	1	Each	$1,000.00	$1,000.00
38	Pavement Message Marking, Preformed Plastic, Word "ONLY"	4	Each	$325.00	$1,300.00

39	Pavement Message Marking, Thermoplastic, Word "ONLY"	1	Each	$325.00	$325.00
40	Pavement Message Marking, Preformed Plastic, Lane Arrow	8	Each	$250.00	$2,000.00
41	Pavement Message Marking, Thermoplastic, Lane Arrow	3	Each	$250.00	$750.00
42	Transverse Marking, Multi-Component, Stop Line, 24"	246	Lft.	$5.00	$1,230.00
43	Transverse Marking, Thermoplastic, Stop Line, 24"	47	Lft.	$5.00	$235.00
44	Transverse Marking, Multi-Component, Crosswalk Line, 24"	1,377	Lft.	$5.00	$6,885.00
45	Line, Multi-Component, Broken, White, 4"	1,320	Lft.	$0.50	$659.75
46	Line, Multi-Component, Solid, White, 4"	2,140	Lft.	$0.50	$1,070.00
47	Line, Multi-Component, Solid, Yellow, 4"	3,120	Lft.	$0.50	$1,560.00
48	Adjust Casting to Grade, Inlet	3	Each	$350.00	$1,050.00
49	Inlet Type J-10	2	Each	$1,900.00	$3,800.00
50	Inlet Type B-15	1	Each	$2,200.00	$2,200.00
51	15" Pipe Catch Basin	1	Each	$1,200.00	$1,200.00
52	15" Reinforced Concrete Pipe, Class III	90	Lft.	$40.00	$3,600.00
53	Pipe End Section, 15"	2	Each	$750.00	$1,500.00
54	16" Pedestrian Signal w/Clamshell Mounting & LED Countdown	8	Each	$600.00	$4,800.00
55	3C/14 Signal Cable	20	Lft.	$2.00	$40.00
56	5C/14 Signal Cable	80	Lft.	$2.00	$160.00
57	7C/14 Signal cable	700	Lft.	$2.00	$1,400.00
58	12C/14 IMSA 20-1 Signal Cable	125	Lft.	$4.00	$500.00
59	Pedstrian Push Buttons w/Confirmation Light	8	Each	$200.00	$1,600.00
60	Solid State Load Switches	2	Each	$100.00	$200.00
61	Wireless Traffic Signal Conversion (Sensys Networks, Inc.)	2	Each	$45,000.00	$90,000.00
62	Type "A" Foundation	1	Each	$500.00	$500.00
63	Signal Pole, Pedestal, 10'	1	Each	$650.00	$650.00
64	Conduit, Steel, Galvanized, 2"	20	Lft.	$10.00	$200.00
65	Square Sign Post, Type 1	116	Lft.	$12.00	$1,386.00
66	Sheet Sign, with Legend, 0.080"	25	Sft.	$12.00	$297.00
67	Solar Powered Flashing LED Stop Sign (Tapco, Inc.)	6	Each	$2,000.00	$12,000.00
68	Maintaining Traffic	1	LS	$25,000.00	$25,000.00
69	Construction Sign Type "A"	24	Each	$150.00	$3,600.00
70	Construction Sign Type "B"	8	Each	$75.00	$600.00
71	Barricade III-B	84	Lft.	$12.00	$1,008.00
72	Temporary Pavement Marking, Removable, White, 4"	10,400	Lft.	$5.00	$52,000.00
73	Temporary Pavement Marking, Removable, Yellow, 4"	17,800	Lft.	$5.00	$89,000.00
74	Present Structure, Remove Portions	1	LS	$10,000.00	$10,000.00
75	Bridge Deck Overlay, Remove	74	Sys.	$30.00	$2,220.00
76	Dense Graded Subbase	2	Cys.	$70.00	$112.00
77	Field Drilled Holes in Concrete	745	Each	$15.00	$11,175.00
78	Reingorcing Bars, Epoxy Coated	3,195	Lbs.	$1.50	$4,792.50
79	Concrete, C, Superstructure	25	Cys.	$1,000.00	$24,500.00
80	Surface Seal	1	LS	$1,800.00	$1,800.00
81	Structural Steel	1,143	Lbs.	$10.00	$11,430.00

IMPROVEMENT RESOLUTION NO. 12459

WARSAW STREET – CONCRETE CURBFACE WALK (3000 BLOCK)
WORK ORDER NO. 12459

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA.

That it is deemed necessary to improve: WARSAW STREET CURBFACE SIDEWALK IMPROVEMENTS FROM WIEBKE STREET TO DALMAN AVENUE: BY RECONSTRUCTION OF THE EXISTING CURB AND SIDEWALK, UP-GRADED CURB-RAMPS, TOPSOIL AND HYDRO-SEED RESTORATION.

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 21st day of May, 2014.

BOARD OF PUBLIC WORKS

Robert Kennedy, Chairman

Mike Avila, Member

Kumar Menon, Member

ATTEST: Victoria Edwards.
Victoria Edwards, Clerk

BID

CONTRACTOR:

proj: Warsaw Street - Curbface Walk (3300 Block)

RES. NO.: 12459
W.O. NO.: 12459

TOTAL BID AMT: _____

required completion date: August 29, 2014

Note: Contractor will be paid on measured quantities only at unit price bid. Any form of correction within the area of unit prices, extensions, or total on this bid must be initialed by the bidder and will be noted at the time of opening.

Bid Date: June 11, 2014

Contractors Signature

ITEM NO.	ITEM	PLAN QUANTITY	UNIT	UNIT PRICE ($)	AMOUNT ($)
1	Mobilization / Demobilization	1	LS		
2	Removal of Curb	558	LF		
3	Removal of Concrete	405	SY		
4	Concrete Sidewalk (4")	10	SY		
5	Concrete Curbface Sidewalk	394	SY		
6	Concrete Pavement for Commercial & Alley Drives (8")	68	SY		
7	Concrete Curb, Type III	20	LF		
8	Asphalt / Concrete Pavement Patching	75	SY		
9	Adjust Casting to Grade	1	EA		
10	Water Valves (Curb-Stop Box) Adjusted to Grade	7	EA		
11	ADA Solutions, Armor-Tile, or Armorcast Products "Replaceable" 2' x 5' Composite, "Wetset", Tactile Warning Surface Unit - Brick Red	3	EA		
12	V-LOC, Model No.19 Socket, Foresight Products, Inc.	4	EA		
13	Backfill Behind Curb (Borrow)	10	TN		
14	Bed Course Material	60	TN		
15	Top Soil	15	TN		
16	Hydroseeding with Hydrostik or Equivalent Polymer for Erosion and Sediment Control	150	SY		
17	Construction Signs, Type A	4	EA		
18	Maintenance of Traffic	1	LS		
19	Work Allowance	1	LS		

ESTIMATE OF QUANTITIES

proj: Warsaw Street - Curbface Walk (3300 Block)

RES. NO.: 12459
W.O. NO.: 12459

Bid Estimate: $35,941.00
estimated e&i: $5,000.00
Total estimate: $40,941.00

Date: 5/6/2014

ITEM NO.	ITEM	PLAN QTY	UNIT	UNIT PRICE ($)	AMOUNT ($)
1	Mobilization / Demobilization	1	LS	$1,500.00	$1,500.00
2	Removal of Curb	558	LF	$7.00	$3,906.00
3	Removal of Concrete	405	SY	$7.00	$2,835.00
4	Concrete Sidewalk (4")	10	SY	$26.50	$265.00
5	Concrete Curbface Sidewalk	394	SY	$40.00	$15,760.00
6	Concrete Pavement for Commercial & Alley Drives (8")	68	SY	$40.00	$2,720.00
7	Concrete Curb, Type III	20	LF	$18.00	$360.00
8	Asphalt / Concrete Pavement Patching	75	SY	$45.00	$3,375.00
9	Adjust Casting to Grade	1	EA	$150.00	$150.00
10	Water Valves (Curb-Stop Box) Adjusted to Grade	7	EA	$50.00	$350.00
11	ADA Solutions, Armor-Tile, or Armorcast Products "Replaceable" 2' x 5' Composite, "Wetset", Tactile Warning Surface Unit - Brick Red	3	EA	$240.00	$720.00
12	V-LOC, Model No.19 Socket, Foresight Products, Inc.	4	EA	$60.00	$240.00
13	Backfill Behind Curb (Borrow)	10	TN	$5.00	$50.00
14	Bed Course Material	60	TN	$15.00	$900.00
15	Top Soil	15	TN	$18.00	$270.00
16	Hydroseeding with Hydrostik or Equivalent Polymer for Erosion and Sediment Control	150	SY	$2.00	$300.00
17	Construction Signs, Type A	4	EA	$60.00	$240.00
18	Maintenance of Traffic	1	LS	$1,000.00	$1,000.00
19	Work Allowance	1	LS	$1,000.00	$1,000.00

SWPS BURIED VALVE REPLACEMENT PROJECT
RESOLUTION NO. 66283

RESOLUTION BY THE BOARD OF PUBLIC WORKS of the City of Fort Wayne, Indiana that:

Replacement of two Altitude Valve isolation valves, and installation of a third valve and associated piping and pipe fittings at the Southwest Pump Station.

Said improvements with all their appurtenances shall be constructed in accordance with the plans and specifications titled, SWPS Buried Valve Replacement Project.

Declares the cost of the said improvements shall be paid by the Fort Wayne Water Utility (Revenue Bond).

Declares the project is necessary for the protection of public health and welfare of the in habitants of the area and the safeguarding of property within the area.

Declares that this project is of public utility benefit.

States there are no cost associated with the purchase of any land associate with this project.

Declares the engineer's estimate of the project's total cost is $70,000.

APPROVED THIS 21st DAY OF May, 2014.

BOARD OF PUBLIC WORKS

BY: _____
Robert P. Kennedy, Chair

BY: _____
Kumar Menon, Member

BY: Mike Avila
Mike Avila, Member

ATTEST: Victoria Edwards
Victoria Edwards, Clerk

A RESOLUTION OF THE FORT WAYNE, INDIANA BOARD OF PUBLIC WORKS APPROVING THE PURCHASE OF 520 WAGNER STREET, FORT WAYNE, INDIANA, 46805

RESOLUTION NUMBER 101-5-28-14-1

WHEREAS, the City of Fort Wayne (the "City") has an ongoing program of purchasing houses on the south side of Wagner Street, immediately adjacent to the north side of the Three Rivers Water Filtration Plant (the "Plant"), for the purposes of tearing down the houses to create a security buffer zone on the north side of the Plant; and

WHEREAS, constructing such a security buffer zone is in the best interests of the public health, safety, and welfare; and

WHEREAS, the City wishes to purchase from Louis Vosmeier and Trudy Vosmeier the property commonly known as 520 Wagner Street, Fort Wayne, Indiana, 46805, also known as Lot 6 in Romy and Martin's Subdivision of Lots 1,2,3,4 and 5 of the Amended Plat of Baltes and Romy's Addition to the City of Fort Wayne, Allen County, Indiana, according to the plat thereof recorded in Plat Record 3, page 12 of the Records in the Office of the Recorder of Allen County , Indiana (the "Real Estate"); and

WHEREAS, Louis Vosmeier and Trudy Vosmeier wish to sell the Real Estate to the City; and

WHEREAS, the agreed purchase price is Forty One Thousand and No/100 Dollars ($41,000.00), which is the average of two appraisals as mandated by Indiana statute.

NOW THEREFORE, BE IT RESOLVED BY THE CITY OF FORT WAYNE, INDIANA BOARD OF PUBLIC WORKS AS FOLLOWS:

SECTION 1. The purchase of the Real Estate by the City of Fort Wayne, Indiana, for the price of Forty One Thousand and No/100 Dollars ($41,000.00) is hereby approved.

APPROVED THIS 28th DAY OF May, 2014.

BOARD OF PUBLIC WORKS

BY: _____
Robert P. Kennedy, Chairman

BY: _____
Kumar Menon, Member

BY: Mike Avila
Mike Avila, Member

ATTEST: Victoria Edwards
Victoria Edwards, Clerk

PURCHASE AGREEMENT
(IMPROVED PROPERTY)

Date: May 15, 2014

A. **BUYER:** City of Fort Wayne ("Buyer") agrees to buy the following property from the owner ("Seller") for the consideration and subject to the following terms, provisions, and conditions:

B. **PROPERTY:** The property ("Property") is known as 520 Wagner St. In Wayne Township, Allen County, Indiana, 46805 (zip code) legally described as: Lot 6 in Reiny and Martin's Sub. of Lots 1, 2, 3, 4 & 5 of the Amended Plat of Baltes & Reiny's Addition together with any existing permanent improvements and fixtures attached (unless leased or excluded), including, but not limited to, electrical and/or gas fixtures, home heating fuel, heating and central air-conditioning equipment and all attachments thereto, built-in kitchen equipment, sump pumps, water softener, water purifier, gas grills, fireplace inserts, gas logs and grates, central vacuum equipment, window shades/blinds, curtain rods, drapery poles and fixtures, ceiling fans and light fixtures, towel racks and bars, storm doors, windows, awnings, TV antennas, satellite dishes and controls, storage barns, all landscaping, mailbox, garage door opener with controls AND THE FOLLOWING: —

EXCLUDES THE FOLLOWING: —

The terms of this Agreement will determine what items are included/excluded. All items sold shall be fully paid for by Seller at time of closing the transaction. Buyer should verify total square footage, land, room dimensions or community amenities if material.

C. **PRICE:** Buyer will pay the total purchase price of ($ 41,000.00) Forty-One Thousand Dollars for the Property. If Buyer obtains an appraisal of the Property, this Agreement is contingent upon the Property appraising at no less than the agreed upon purchase price.

D. **EARNEST MONEY:** Buyer submits $ Ø as earnest money which shall be applied to the purchase price. The listing broker shall deposit earnest money received into its escrow account within two (2) banking days of acceptance of this Agreement and hold it until time of closing the transaction or termination of this Agreement. **If Buyer fails for any reason to submit earnest money, Seller may terminate this Agreement.** Earnest money shall be returned promptly in the event this offer is not accepted. If this offer is accepted and Buyer fails or refuses to close the transaction, without legal cause, the earnest money shall be retained by Seller for damages the Seller has or will incur, and Seller retains all rights to seek other legal and equitable remedies. The Broker holding any earnest money is absolved from any responsibility to make payment to the Seller or Buyer unless the parties enter into a Mutual Release or a Court issues an Order for payment, except as permitted in 876 IAC 1-1-23 (release of earnest money). Upon notification that Buyer or Seller intends not to perform, Broker holding the earnest money may release the earnest money as provided in this Agreement. If no provision is made in this Agreement, Broker may send to Buyer and Seller notice of the disbursement by certified mail. If neither Buyer nor Seller enters into a mutual release or initiates litigation within sixty (60) days of the mailing date of the certified letter, Broker may release the earnest money to the party identified in the certified letter. Buyer and Seller agree to hold the Broker harmless from any liability, including attorney's fees and costs, for good faith disbursement of earnest money in accordance with this Agreement and licensing regulations.

E. **METHOD OF PAYMENT: (Check appropriate paragraph number)**

1. ☒ **CASH:** The entire purchase price shall be paid in cash and no financing is required.
2. ☐ **NEW MORTGAGE:** Completion of this transaction shall be contingent upon the Buyer's ability to obtain a

☐ Conventional ☐ Insured Conventional ☐ FHA ☐ VA ☐ Other: _____ first mortgage loan for _____ % of purchase price, payable in not less than _____ years, with an original rate of interest not to exceed _____ % per annum and not to exceed _____ points. Buyer shall pay all costs of obtaining financing, except _____

Any inspections and charges which are required to be made and charged to Buyer or Seller by the lender, FHA, VA, or mortgage insurer, shall be made and charged in accordance with their prevailing rules or regulations and shall supersede any provisions of this Agreement.

3. ☐ **ASSUMPTION: (Attach Financing Addendum)**
4. ☐ **CONDITIONAL SALES CONTRACT: (Attach Financing Addendum)**
5. ☐ **OTHER METHOD OF PAYMENT: (Attach Financing Addendum)**

F. **TIME FOR OBTAINING FINANCING:** Buyer agrees to make written application for any financing necessary to complete this transaction or for approval to assume the unpaid balance of the existing mortgage within N/A days after the acceptance of this Agreement and to make a diligent effort to meet the lender's requirements and to obtain financing in cooperation with the Broker and Seller. No more than Ø days after acceptance of the Agreement shall be allowed for obtaining favorable written commitment(s) or mortgage assumption approval. If a commitment or approval is not obtained within the time specified above, this Agreement shall terminate unless an extension of time for this purpose is mutually agreed to in writing.

G. **CLOSING:** The closing of the sale (the "Closing Date") shall be on or before _____, or within 60 days after acceptance of this offer, whichever is later or this Agreement shall terminate unless an extension of time is mutually agreed to in writing. Any closing date earlier than the latest date above must be by mutual written agreement of the parties. The settlement or closing fee incurred in conducting the settlement charged by the closing agent or company shall be paid by ☒ Buyer (included in allowance, if provided) ☐ Seller ☐ Shared equally.

This Agreement: ☒ is not contingent upon the closing of another transaction; ☐ is contingent upon the closing of the pending transaction on the property located at _____ scheduled to close by _____.

Notwithstanding terms to the contrary, the Parties agree that as a condition to closing, all funds delivered to the closing agent's escrow account be in such form that the closing agent shall be able to disburse in compliance with I.C. 27-07-3.7 et. seq.. Therefore, all funds from a single source of $10,000 or more shall be wired unconditionally to the closing agent's escrow account and all funds under $10,000 from a single source shall be good funds as so defined by statute.

H. **POSSESSION:**

1. The possession of the Property shall be delivered to Buyer ☒ at closing ☐ within _____ days beginning the day after closing by _____ ☐ a.m. ☐ p.m. ☐ noon or ☐ on or before _____ if closed. For each day Seller is entitled to possession after closing, Seller shall pay to Buyer at closing $ Ø per day. If Seller does not deliver possession by the date and time required in the first sentence of this paragraph, Seller shall pay Buyer $ Ø per day as liquidated damages until possession is delivered to Buyer; and Buyer shall have all other legal and equitable remedies available against the Seller.
2. **Maintenance of Property:** Seller shall maintain the Property in its present condition until its possession is delivered to Buyer, subject to repairs in response to any inspection. Buyer may inspect the Property prior to closing to determine whether Seller has complied with this paragraph. Seller shall remove all debris and personal property not included in the sale.
3. **Casualty Loss:** Risk of loss by damage or destruction to the Property prior to the closing shall be borne by Seller, including any deductible(s). In the event any damage or destruction is not fully repaired prior to closing, Buyer, at Buyer's option, may either (a) terminate this Agreement with prompt return of earnest money to buyer or (b) elect to close the transaction, in which event Seller's right to all real property insurance proceeds resulting from such damage or destruction shall be assigned in writing by Seller to Buyer.
4. **Utilities/Municipal Services:** Seller shall pay for all municipal services and public utility charges through the day of possession.

I. **SURVEY:** Buyer shall receive a (Check one) ☐ **SURVEYOR LOCATION REPORT,** which is a survey where corner markers are not set; ☐ **BOUNDARY SURVEY,** which is a survey where corner markers of the Property are set prior to closing; ☒ **WAIVED,** no survey unless required by lender; at (Check one) ☐ Buyer's expense (included in allowance, if provided) ☐ Seller's expense ☐ Shared equally. The survey shall (1) be received prior to closing and certified as of a current date, (2) be reasonably satisfactory to Buyer, (3) show the location of all improvements and easements, and (4) show the flood zone designation of the Property. If Buyer waives the right to conduct a survey, the Seller, the Listing and Selling Brokers, and all salespersons associated with Brokers are released from any and all liability relating to any issues that could have been discovered by a survey. This release shall survive the closing.

J. **FLOOD AREA/OTHER:** Buyer ☐ may ☒ may not terminate this Agreement if the Property requires flood insurance. Buyer ☐ may ☐ may not terminate this Agreement if the Property is subject to building or use limitations by reason of the location, which materially interfere with Buyer's intended use of the Property.

520 Wagner St.

K. **HOMEOWNER'S INSURANCE:** Completion of this transaction shall be contingent upon the Buyer's ability to obtain a favorable written commitment for homeowner's insurance within N/A days after acceptance of this Agreement.

L. **ENVIRONMENTAL CONTAMINANTS ADVISORY/RELEASE:** Buyer and Seller acknowledge that Listing Broker, Selling Broker and all salespersons associated with Brokers are NOT experts and have NO special training, knowledge or experience with regard to the evaluation or existence of possible lead-based paint, radon, mold and other biological contaminants ("Environmental Contaminants") which might exist and affect the Property. Environmental Contaminants at harmful levels may cause property damage and serious illness, including but not limited to, allergic and/or respiratory problems, particularly in persons with immune system problems, young children and/or the elderly.

Buyer is STRONGLY ADVISED to obtain inspections (see below) to fully determine the condition of the Property and its environmental status. The ONLY way to determine if Environmental Contaminants are present at the Property at harmful levels is through inspections.

Buyer and Seller agree to consult with appropriate experts and accept all risks for Environmental Contaminants and release and hold harmless all Brokers, their companies and sales associates from any and all liability, including attorney's fees and costs, arising out of or related to any inspection, inspection result, repair, disclosed defect or deficiency affecting the Property, including Environmental Contaminants. This release shall survive the closing.

M. **INSPECTIONS: (Check paragraph 1 or 2)**

Buyer has been made aware that independent inspections disclosing the condition of the property are available and has been afforded the opportunity to require such inspections as a condition of this Agreement.

1. ☒ **BUYER WAIVES THE RIGHT TO HAVE INDEPENDENT INSPECTIONS**
Buyer **WAIVES** inspections and relies upon the condition of the Property based upon Buyer's own examination and releases the Seller, the Listing and Selling Brokers and all salespersons associated with Brokers from any and all liability relating to any defect or deficiency affecting the Property, which release shall survive the closing. Required FHA/VA or lender inspections are not included in this waiver.

2. ☐ **BUYER RESERVES THE RIGHT TO HAVE INDEPENDENT INSPECTIONS (Including Lead-Based Paint)**
Buyer reserves the right to have independent inspections in addition to any inspection required by FHA, VA, or Buyer's lender(s). All inspections are at Buyer's expense (unless noted otherwise or required by lender) by licensed independent inspectors or qualified independent contractors selected by Buyer within the following time periods. **Seller shall have water, gas, electricity and all operable pilot lights on for Buyer's inspections. Seller must make all areas of the Property available and accessible for Buyer's inspection.**

INSPECTION/RESPONSE PERIOD: Buyer shall order all independent inspections immediately after acceptance of the Purchase Agreement. Buyer shall have _____ days beginning the day following the date of acceptance of the Purchase Agreement to respond to the inspection report(s) in writing to Seller (see "Buyer's Inspection Response").

Inspections may include but are not limited to the condition of the following systems and components: heating, cooling, electrical, plumbing, roof, walls, ceilings, floors, foundation, basement, crawl space, well/septic, water, wood destroying insects and organisms, lead-based paint (note: intact lead-based paint that is in good condition is not necessarily a hazard), radon, mold and other biological contaminants and/or the following: _____

_____

If the initial inspection report reveals the presence of lead-based paint, radon, mold and other biological contaminants, or any other condition that requires further examination or testing, then Buyer shall have _____ additional days to order, receive and respond in writing to any additional reports.

If the Buyer does not comply with any Inspection/Response Period or make a written objection to any problem revealed in a report within the applicable Inspection/Response Period, the Property shall be deemed to be acceptable. If one party fails to respond or request in writing an extension of time to respond to the other party's Independent Inspection Response, then that inspection response is accepted. A timely request for extension is not an acceptance of the inspection response, whether or not granted. A REASONABLE TIME PERIOD TO RESPOND IS REQUIRED TO PREVENT MISUSE OF THIS ACCEPTANCE PROVISION. Factors considered in determining reasonable time periods include, but are not limited to, availability of responding party to respond, type and expense of repairs requested and need of responding party to obtain additional opinions to formulate a response.

520 Wagner St.

If the Buyer reasonably believes that the Inspection Report reveals a **DEFECT** with the Property (under Indiana law, "Defect" means a condition that would have a significant adverse effect on the value of the Property, that would significantly impair the health or safety of future occupants of the Property, or that if not repaired, removed, or replaced would significantly shorten or adversely affect the expected normal life of the premises), and the Seller is unable or unwilling to remedy the defect to the Buyer's reasonable satisfaction before closing (or at a time otherwise agreed to by the parties), then Buyer may terminate this Agreement or waive such defect and the transaction shall proceed toward closing. BUYER AGREES THAT ANY PROPERTY DEFECT PREVIOUSLY DISCLOSED BY SELLER, OR ROUTINE MAINTENANCE AND MINOR REPAIR ITEMS MENTIONED IN ANY REPORT, SHALL NOT BE A BASIS FOR TERMINATION OF THIS AGREEMENT.

N. **LIMITED HOME WARRANTY PROGRAM:**
Buyer acknowledges the availability of a LIMITED HOME WARRANTY PROGRAM with a deductible paid by Buyer which ☐ will ☒ will not be provided at a cost not to exceed $ _____ charged to ☐ Buyer ☐ Seller and ordered by ☐ Buyer ☐ Seller. Buyer and Seller acknowledge this LIMITED HOME WARRANTY PROGRAM may not cover any pre-existing defects in the Property nor replace the need for an independent home inspection. Broker may receive a fee from the home warranty provider and/or a member benefit. The Limited Home Warranty Program is a contract between Buyer/Seller and the Home Warranty Provider. The Parties agree that Brokers and their companies shall be released and held harmless in the event of claims disputes with the Home Warranty Provider.

O. **DISCLOSURES: (Check one)**
1. Buyer ☐ has ☒ has not ☐ not applicable received and executed SELLER'S RESIDENTIAL REAL ESTATE SALES DISCLOSURE.
2. Buyer ☐ has ☒ has not ☐ not applicable received and executed a LEAD-BASED PAINT CERTIFICATION AND ACKNOWLEDGMENT.

P. **TITLE APPROVAL:** Prior to closing, Buyer shall be furnished with ☒ a title insurance commitment for the most current and comprehensive ALTA Owner's Title Insurance Policy available in the amount of the purchase price or ☐ an abstract of title continued to date, showing marketable title to Property in Seller's name. Seller must convey title free and clear of any encumbrances and title defects, with the exception of any mortgage assumed by Buyer and any restrictions or easements of record not materially interfering with Buyer's intended use of the Property. A title company, at Buyer's request, can provide information about availability of various additional title insurance coverages and endorsements and the associated costs.

Owner's Title Insurance Premium and that portion of Title Service Fees incurred to prepare the Owner's Policy (including title search and examination and commitment preparation), to be paid by ☒ **Buyer (included in allowance, if provided)** ☐ **Seller** ☐ **Shared equally.**

Lender's Title Insurance Premium and that portion of Title Service Fees incurred to prepare the Lender's Policy (including title search and examination and commitment preparation), if applicable, to be paid by ☐ **Buyer (included in allowance, if provided)** ☐ **Seller** ☐ **Shared equally** ☐ **Other** N/A

The parties agree that ☐ Seller ☒ Buyer will select a title insurance company to issue a title insurance policy and will order the commitment ☐ immediately or ☒ other: after approval of Common Council of the City of Fort Wayne.
Pursuant to Federal and State law, Seller cannot make Seller's selection of a title insurance provider a condition of this Agreement.

Seller agrees to pay the cost of obtaining all other documents necessary to perfect title (including the cost of the deed and vendor's affidavit), so that marketable title can be conveyed.

Q. **TAXES: (Check paragraph 1, 2 or 3)**
☐ 1. Buyer will assume and pay all taxes on the Property beginning with the taxes due and payable on _____, _____, and all taxes due thereafter. At or before closing, Seller shall pay all taxes for the Property payable before that date.
☒ 2. All taxes that have accrued for any prior calendar year that remain unpaid shall be paid by Seller either to the County Treasurer and/or the Buyer in the form of a credit at closing. All taxes that have accrued for the current calendar year shall be prorated on a calendar-year basis as of the day immediately prior to the Closing Date.

For purposes of paragraph 1 and 2: For the purpose of determining the credit amount for accrued but unpaid taxes, taxes shall be assumed to be the same as the most recent year when taxes were billed based upon *certified* tax rates. This shall be a final settlement.

☐ 3. **FOR RECENT CONSTRUCTION OR OTHER TAX SITUATIONS.** Seller will give a tax credit of $ _____ to Buyer at closing. This shall be a final settlement.

520 Wagner St.

WARNING: THE SUCCEEDING YEAR TAX BILL FOR RECENTLY CONSTRUCTED HOMES OR FOLLOWING REASSESSMENT PERIODS MAY GREATLY EXCEED THE LAST TAX BILL AVAILABLE TO THE CLOSING AGENT.

Buyer acknowledges Seller's tax exemptions and/or credits may not be reflected on future tax bills.

Buyer may apply for current-year exemptions/credits at or after closing.

R. **PRORATIONS AND SPECIAL ASSESSMENTS:** Insurance, if assigned to Buyer, interest on any debt assumed or taken subject to, any rents, all other income and ordinary operating expenses of the Property, including but not limited to, public utility charges, shall be prorated as of the day immediately prior to the Closing Date. Seller shall pay any special assessments applicable to the Property for municipal improvements previously made to benefit the Property. Seller warrants that Seller has no knowledge of any planned improvements which may result in assessments and that no governmental or private agency has served notice requiring repairs, alterations or corrections of any existing conditions. Public or municipal improvements which are not completed as of the date above but which will result in a lien or charge shall be paid by Buyer. Buyer will assume and pay all special assessments for municipal improvements completed after the date of this Agreement.

S. **TIME:** Time is of the essence. Time periods specified in this Agreement and any subsequent Addenda to the Purchase Agreement are calendar days and shall expire at 11:59 PM of the date stated unless the parties agree in writing to a different date and/or time.

Note: Seller and Buyer have the right to withdraw any offer/counter offer prior to written acceptance and delivery of such offer/counter offer.

T. **HOMEOWNERS ASSOCIATION/CONDOMINIUM ASSOCIATION ("Association"):** Documents for a mandatory membership association shall be delivered by the Seller to Buyer within ___0___ days after acceptance of this Agreement. If the Buyer does not make a written response to the documents within ___0___ days after receipt, the documents shall be deemed acceptable. In the event the Buyer does not accept the provisions in the documents and such provisions cannot be waived, this Agreement may be terminated by the Buyer and the earnest money deposit shall be refunded to Buyer promptly. Any approval of sale required by the Association shall be obtained by the Seller, in writing, within ___0___ days after Buyer's approval of the documents. **Fees charged by the "Association", or its management company, for purposes of verification of good standing and/or transfer of ownership shall be shared equally by Buyer and Seller. Start-up or one time reserve fees, if any, shall be paid by Buyer.**

Buyer acknowledges that in every neighborhood there are conditions which others may find objectionable. Buyer shall therefore be responsible to become fully acquainted with neighborhood and other off-site conditions that could affect the Property.

U. **ATTORNEY'S FEES:** Any party to this Agreement who is the prevailing party in any legal or equitable proceeding against any other party brought under or with relation to the Agreement or transaction shall be additionally entitled to recover court costs and reasonable attorney's fees from the non-prevailing party.

V. **ADDITIONAL PROVISIONS:**

1. Unless otherwise provided, any prorations for rent, taxes, insurance, damage deposits, association dues/ assessments, or any other items shall be computed as of the day immediately prior to the Closing Date.

2. Underground mining has occurred in Indiana, and Buyers are advised of the availability of subsidence insurance.

3. The Indiana Sheriff's Sex Offender Registry (www.indianasheriffs.org) exists to inform the public about the identity, location and appearance of sex offenders residing within Indiana. Broker is not responsible for providing or verifying this information.

4. Conveyance of this Property shall be by general Warranty Deed, or by _____, subject to taxes, easements, restrictive covenants and encumbrances of record, unless otherwise agreed.

5. Seller represents and warrants that Seller is not a "foreign person" (individual entity) and, therefore, is not subject to the Foreign Investment in Real Property Tax Act.

6. Any notice required or permitted to be delivered shall be deemed received when personally delivered, transmitted electronically or digitally or sent by express courier or United States mail, postage prepaid, certified and return receipt requested, addressed to Seller or Buyer or the designated agent of either party.

520 Wagner St.

7. This Agreement shall be construed under and in accordance with the laws of the State of Indiana and is binding upon the parties' respective heirs, executors, administrators, legal representatives, successors, and assigns.

8. In case any provision contained in this Agreement is held invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement.

9. This Agreement constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties' respecting the transaction and cannot be changed except by their written consent.

10. All rights, duties and obligations of the parties shall survive the passing of title to, or an interest in, the Property.

11. Broker(s) may refer Buyer or Seller to other professionals, service providers or product vendors, including lenders, loan brokers, title insurers, escrow companies, inspectors, pest control companies, contractors and home warranty companies. Broker(s) does not guarantee the performance of any service provider. Buyer and Seller are free to select providers other than those referred or recommended to them by Broker(s). The Parties agree that Brokers and their companies shall be released and held harmless in the event of claims disputes with any service provider.

12. By signing below, the parties to this transaction acknowledge receipt of a copy of this Agreement and give their permission to a multiple listing service, Internet or other advertising media, if any, to publish information regarding this transaction.

13. Any amounts payable by one party to the other, or by one party on behalf of the other party, shall not be owed until this transaction is closed.

14. Buyer and Seller consent to receive communications from Broker(s) via telephone, U.S. mail, email and facsimile at the numbers/addresses provided to Broker(s) unless Buyer and Seller notify Broker(s) in writing to the contrary.

15. Buyer discloses to Seller that Buyer holds Indiana Real Estate License # _____.

16. Where the word "Broker" appears, it shall mean "Licensee" as provided in I.C.25-34.1-10-6.8.

W. **FURTHER CONDITIONS (List and attach any addenda):** Purchase is subject to Buyer obtaining approval of the Board of Public Works and the Common Council of the City of Fort Wayne. Buyer shall pay all closing costs, including deed preparation and recording fees.

X. **CONSULT YOUR ADVISORS:** Buyer and Seller acknowledge they have been advised that, prior to signing this document, they may seek the advice of an attorney for the legal or tax consequences of this document and the transaction to which it relates. In any real estate transaction, it is recommended that you consult with a professional, such as a civil engineer, environmental engineer, or other person, with experience in evaluating the condition of the Property.

Y. **ACKNOWLEDGEMENTS:** Buyer and Seller acknowledge that each has received agency office policy disclosures, has had agency explained, and now confirms all agency relationships. Buyer and Seller further acknowledge that they understand and accept agency relationships involved in this transaction. By signature below, the parties verify that they understand and approve this Purchase Agreement and acknowledge receipt of a signed copy.

Z. **EXPIRATION OF OFFER:** Unless accepted by Seller and delivered to Buyer by _____ ☐ A.M. ☐ P.M. ☐ Noon, the _____ day of _____, this Purchase Agreement shall be null and void and all parties shall be relieved of any and all liability or obligations.

520 Wagner St.

This Agreement may be executed simultaneously or in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. The parties agree that this Agreement may be transmitted between them electronically or digitally. The parties intend that electronically or digitally transmitted signatures constitute original signatures and are binding on the parties. The original document shall be promptly delivered, if requested.

BUYER'S SIGNATURE 5/22/14 DATE

DeWayne J. Nodine - Program Manager - Capital Project Services
Fort Wayne City Utilities
PRINTED

SELLER'S RESPONSE: (Check appropriate paragraph number):

☒ **1. The above offer is Accepted.**

☐ **2. The above offer is Rejected.**

SELLER'S SIGNATURE 5-16-14 DATE SELLER'S SIGNATURE 5-16-14 DATE

Louis Vosmeier
PRINTED

Trudy Vosmeier
PRINTED

A RESOLUTION OF THE FORT WAYNE, INDIANA, BOARD OF PUBLIC WORKS APPROVING THE PURCHASE OF 804 PEMBERTON DRIVE, FORT WAYNE, INDIANA, 46805

RESOLUTION NUMBER 101-5-28-14-2

WHEREAS, the City of Fort Wayne (the "City") has an ongoing program of purchasing properties critical to its Capital Improvement Program; and

WHEREAS, the City has need for the property located at 804 Pemberton Drive for the future construction of the Morton Street Force Main, future work on the west side of the Polishing Ponds and the Wet Weather Pump Station located at the Water Pollution Control Plant, flood fighting access to a box culvert, and access to landlocked City-owned land; and

WHEREAS, the City wishes to purchase from Marat Kurbanov and Robin Kurbanov the property commonly known as 804 Pemberton Drive, Fort Wayne, Indiana, 46805, also known as Lot 195 and the South Half of Lot 196 in South Kensington Park Addition to the City of Fort Wayne according to the plat thereof recorded in Plat Record 9, pages 54-55 of the Records in the Office of the Recorder of Allen County, Indiana (the "Real Estate"); and

WHEREAS, Marat Kurbanov and Robin Kurbanov wish to sell the Real Estate to the City; and

WHEREAS, the agreed purchase price is Sixty Thousand Five Hundred and No/100 Dollars ($60,500.00), which is the average of two appraisals as mandated by Indiana statute.

NOW THEREFORE, BE IT RESOLVED BY THE CITY OF FORT WAYNE, INDIANA BOARD OF PUBLIC WORKS AS FOLLOWS:

SECTION 1. The purchase of the Real Estate by the City of Fort Wayne, Indiana, for the price of Sixty Thousand Five Hundred and No/100 Dollars ($60,500.00) is hereby approved.

APPROVED THIS 28th DAY OF May, 2014.

BOARD OF PUBLIC WORKS

BY: _____
Robert P. Kennedy, Chairman

BY: _____
Kumar Menon, Member

BY: Mike Avila
Mike Avila, Member

ATTEST: Victoria Edwards
Victoria Edwards, Clerk

PURCHASE AGREEMENT
(IMPROVED PROPERTY)

Date: May 15, 2014

A. **BUYER:** City of Fort Wayne ("Buyer") agrees to buy the following property from the owner ("Seller") for the consideration and subject to the following terms, provisions, and conditions:

B. **PROPERTY:** The property ("Property") is known as 804 Pemberton Drive in Wayne Township, Allen County, Fort Wayne, Indiana, 46805 (zip code) legally described as: Lot 195 and the South Half of Lot 196 in South Kensington Park Addition together with any existing permanent improvements and fixtures attached (unless leased or excluded), including, but not limited to, electrical and/or gas fixtures, home heating fuel, heating and central air-conditioning equipment and all attachments thereto, built-in kitchen equipment, sump pumps, water softener, water purifier, gas grills, fireplace inserts, gas logs and grates, central vacuum equipment, window shades/blinds, curtain rods, drapery poles and fixtures, ceiling fans and light fixtures, towel racks and bars, storm doors, windows, awnings, TV antennas, satellite dishes and controls, storage barns, all landscaping, mailbox, garage door opener with controls AND THE FOLLOWING: ——

EXCLUDES THE FOLLOWING: ——

The terms of this Agreement will determine what items are included/excluded. All items sold shall be fully paid for by Seller at time of closing the transaction. Buyer should verify total square footage, land, room dimensions or community amenities if material.

C. **PRICE:** Buyer will pay the total purchase price of ($ 60,500.00) Sixty Thousand Five Hundred Dollars for the Property. If Buyer obtains an appraisal of the Property, this Agreement is contingent upon the Property appraising at no less than the agreed upon purchase price.

D. **EARNEST MONEY:** Buyer submits $ Ø as earnest money which shall be applied to the purchase price. The listing broker shall deposit earnest money received into its escrow account within two (2) banking days of acceptance of this Agreement and hold it until time of closing the transaction or termination of this Agreement. **If Buyer fails for any reason to submit earnest money, Seller may terminate this Agreement.** Earnest money shall be returned promptly in the event this offer is not accepted. If this offer is accepted and Buyer fails or refuses to close the transaction, without legal cause, the earnest money shall be retained by Seller for damages the Seller has or will incur, and Seller retains all rights to seek other legal and equitable remedies. The Broker holding any earnest money is absolved from any responsibility to make payment to the Seller or Buyer unless the parties enter into a Mutual Release or a Court issues an Order for payment, except as permitted in 876 IAC 1-1-23 (release of earnest money). Upon notification that Buyer or Seller intends not to perform, Broker holding the earnest money may release the earnest money as provided in this Agreement. If no provision is made in this Agreement, Broker may send to Buyer and Seller notice of the disbursement by certified mail. If neither Buyer nor Seller enters into a mutual release or initiates litigation within sixty (60) days of the mailing date of the certified letter, Broker may release the earnest money to the party identified in the certified letter. Buyer and Seller agree to hold the Broker harmless from any liability, including attorney's fees and costs, for good faith disbursement of earnest money in accordance with this Agreement and licensing regulations.

E. **METHOD OF PAYMENT: (Check appropriate paragraph number)**
1. ☒ **CASH:** The entire purchase price shall be paid in cash and no financing is required.
2. ☐ **NEW MORTGAGE:** Completion of this transaction shall be contingent upon the Buyer's ability to obtain a

☐ **Conventional** ☐ **Insured Conventional** ☐ **FHA** ☐ **VA** ☐ **Other:** _____ first mortgage loan for _____ % of purchase price, payable in not less than _____ years, with an original rate of interest not to exceed _____ % per annum and not to exceed _____ points. Buyer shall pay all costs of obtaining financing, except _____

Any inspections and charges which are required to be made and charged to Buyer or Seller by the lender, FHA, VA, or mortgage insurer, shall be made and charged in accordance with their prevailing rules or regulations and shall supersede any provisions of this Agreement.

3. ☐ **ASSUMPTION: (Attach Financing Addendum)**
4. ☐ **CONDITIONAL SALES CONTRACT: (Attach Financing Addendum)**
5. ☐ **OTHER METHOD OF PAYMENT: (Attach Financing Addendum)**

F. **TIME FOR OBTAINING FINANCING:** Buyer agrees to make written application for any financing necessary to complete this transaction or for approval to assume the unpaid balance of the existing mortgage within N/A days after the acceptance of this Agreement and to make a diligent effort to meet the lender's requirements and to obtain financing in cooperation with the Broker and Seller. No more than 0 days after acceptance of the Agreement shall be allowed for obtaining favorable written commitment(s) of mortgage assumption approval. If a commitment or approval is not obtained within the time specified above, this Agreement shall terminate unless an extension of time for this purpose is mutually agreed to in writing.

G. **CLOSING:** The closing of the sale (the "Closing Date") shall be on or before _____, or within 60 days after acceptance of this offer, whichever is later or this Agreement shall terminate unless an extension of time is mutually agreed to in writing. Any closing date earlier than the latest date above must be by mutual written agreement of the parties. The settlement or closing fee incurred in conducting the settlement charged by the closing agent or company shall be paid by ☒ **Buyer (Included in allowance, if provided)** ☐ **Seller** ☐ **Shared equally.**

This Agreement: ☒ is not contingent upon the closing of another transaction; ☐ is contingent upon the closing of the pending transaction on the property located at _____ _____ scheduled to close by _____.

Notwithstanding terms to the contrary, the Parties agree that as a condition to closing, all funds delivered to the closing agent's escrow account be in such form that the closing agent shall be able to disburse in compliance with I.C. 27-07-3.7 et. seq.. Therefore, all funds from a single source of $10,000 or more shall be wired unconditionally to the closing agent's escrow account and all funds under $10,000 from a single source shall be good funds as so defined by statute.

H. **POSSESSION:**

1. The possession of the Property shall be delivered to Buyer ☐ **at closing** ☒ **within** 30 **days beginning the day after closing by** 1200 ☐ a.m. ☐ p.m. ☒ noon or ☐ on or before _____ **if closed.** For each day Seller is entitled to possession after closing, Seller shall pay to Buyer at closing $ 20.00 per day. If Seller does not deliver possession by the date and time required in the first sentence of this paragraph, Seller shall pay Buyer $_____ per day as **liquidated damages** until possession is delivered to Buyer; and Buyer shall have all other legal and equitable remedies available against the Seller.
2. **Maintenance of Property:** Seller shall maintain the Property in its present condition until its possession is delivered to Buyer, subject to repairs in response to any inspection. Buyer may inspect the Property prior to closing to determine whether Seller has complied with this paragraph. Seller shall remove all debris and personal property not included in the sale.
3. **Casualty Loss:** Risk of loss by damage or destruction to the Property prior to the closing shall be borne by Seller, including any deductible(s). In the event any damage or destruction is not fully repaired prior to closing, Buyer, at Buyer's option, may either **(a) terminate this Agreement with prompt return of earnest money to buyer or (b) elect to close the transaction,** in which event Seller's right to all real property insurance proceeds resulting from such damage or destruction shall be assigned in writing by Seller to Buyer.
4. **Utilities/Municipal Services:** Seller shall pay for all municipal services and public utility charges through the day of possession.

I. **SURVEY:** Buyer shall receive a **(Check one)** ☐ **SURVEYOR LOCATION REPORT,** which is a survey where corner markers are not set; ☐ **BOUNDARY SURVEY,** which is a survey where corner markers of the Property are set prior to closing; ☒ **WAIVED,** no survey unless required by lender; at **(Check one)** ☐ **Buyer's expense (Included in allowance, if provided)** ☐ **Seller's expense** ☐ **Shared equally.** The survey shall (1) be received prior to closing and certified as of a current date, (2) be reasonably satisfactory to Buyer, (3) show the location of all improvements and easements, and (4) show the flood zone designation of the Property. If Buyer waives the right to conduct a survey, the Seller, the Listing and Selling Brokers, and all salespersons associated with Brokers are released from any and all liability relating to any issues that could have been discovered by a survey. This release shall survive the closing.

J. **FLOOD AREA/OTHER:** Buyer ☐ may ☒ may not terminate this Agreement if the Property requires flood insurance. Buyer ☐ may ☐ may not terminate this Agreement if the Property is subject to building or use limitations by reason of the location, which materially interfere with Buyer's intended use of the Property.

604 Pemberton Dr.

K. **HOMEOWNER'S INSURANCE:** Completion of this transaction shall be contingent upon the Buyer's ability to obtain a favorable written commitment for homeowner's insurance within N/A days after acceptance of this Agreement.

L. **ENVIRONMENTAL CONTAMINANTS ADVISORY/RELEASE:** Buyer and Seller acknowledge that Listing Broker, Selling Broker and all salespersons associated with Brokers are NOT experts and have NO special training, knowledge or experience with regard to the evaluation or existence of possible lead-based paint, radon, mold and other biological contaminants ("Environmental Contaminants") which might exist and affect the Property. Environmental Contaminants at harmful levels may cause property damage and serious illness, including but not limited to, allergic and/or respiratory problems, particularly in persons with immune system problems, young children and/or the elderly.

Buyer is STRONGLY ADVISED to obtain inspections (see below) to fully determine the condition of the Property and its environmental status. The ONLY way to determine if Environmental Contaminants are present at the Property at harmful levels is through inspections.

Buyer and Seller agree to consult with appropriate experts and accept all risks for Environmental Contaminants and release and hold harmless all Brokers, their companies and sales associates from any and all liability, including attorney's fees and costs, arising out of or related to any inspection, inspection result, repair, disclosed defect or deficiency affecting the Property, including Environmental Contaminants. This release shall survive the closing.

M. **INSPECTIONS: (Check paragraph 1 or 2)**

Buyer has been made aware that independent inspections disclosing the condition of the property are available and has been afforded the opportunity to require such inspections as a condition of this Agreement.

1. ☒ **BUYER WAIVES THE RIGHT TO HAVE INDEPENDENT INSPECTIONS**
Buyer **WAIVES** inspections and relies upon the condition of the Property based upon Buyer's own examination and releases the Seller, the Listing and Selling Brokers and all salespersons associated with Brokers from any and all liability relating to any defect or deficiency affecting the Property, which release shall survive the closing. Required FHA/VA or lender inspections are not included in this waiver.

2. ☐ **BUYER RESERVES THE RIGHT TO HAVE INDEPENDENT INSPECTIONS (Including Lead-Based Paint)**
Buyer reserves the right to have independent inspections in addition to any inspection required by FHA, VA, or Buyer's lender(s). All inspections are at Buyer's expense (unless noted otherwise or required by lender) by licensed independent inspectors or qualified independent contractors selected by Buyer within the following time periods. **Seller shall have water, gas, electricity and all operable pilot lights on for Buyer's inspections. Seller must make all areas of the Property available and accessible for Buyer's inspection.**

INSPECTION/RESPONSE PERIOD: Buyer shall order all independent inspections immediately after acceptance of the Purchase Agreement. Buyer shall have _____ days beginning the day following the date of acceptance of the Purchase Agreement to respond to the inspection report(s) in writing to Seller (see "Buyer's Inspection Response").

Inspections may include but are not limited to the condition of the following systems and components: heating, cooling, electrical, plumbing, roof, walls, ceilings, floors, foundation, basement, crawl space, well/septic, water, wood destroying insects and organisms, lead-based paint (note: intact lead-based paint that is in good condition is not necessarily a hazard), radon, mold and other biological contaminants and/or the following: _____

_____

If the initial inspection report reveals the presence of lead-based paint, radon, mold and other biological contaminants, or any other condition that requires further examination or testing, then Buyer shall have _____ additional days to order, receive and respond in writing to any additional reports.

If the Buyer does not comply with any Inspection/Response Period or make a written objection to any problem revealed in a report within the applicable Inspection/Response Period, the Property shall be deemed to be acceptable. If one party fails to respond or request in writing an extension of time to respond to the other party's independent inspection Response, then that inspection response is accepted. A timely request for extension is not an acceptance of the inspection response, whether or not granted. A REASONABLE TIME PERIOD TO RESPOND IS REQUIRED TO PREVENT MISUSE OF THIS ACCEPTANCE PROVISION. Factors considered in determining reasonable time periods include, but are not limited to, availability of responding party to respond, type and expense of repairs requested and need of responding party to obtain additional opinions to formulate a response.

If the Buyer reasonably believes that the Inspection Report reveals a **DEFECT** with the Property (under Indiana law, **"Defect"** means a condition that would have a significant adverse effect on the value of the Property, that would significantly impair the health or safety of future occupants of the Property, or that if not repaired, removed, or replaced would significantly shorten or adversely affect the expected normal life of the premises), and the Seller is unable or unwilling to remedy the defect to the Buyer's reasonable satisfaction before closing (or at a time otherwise agreed to by the parties), then Buyer may terminate this Agreement or waive such defect and the transaction shall proceed toward closing. BUYER AGREES THAT ANY PROPERTY DEFECT PREVIOUSLY DISCLOSED BY SELLER, OR ROUTINE MAINTENANCE AND MINOR REPAIR ITEMS MENTIONED IN ANY REPORT, SHALL NOT BE A BASIS FOR TERMINATION OF THIS AGREEMENT.

N. **LIMITED HOME WARRANTY PROGRAM:**
Buyer acknowledges the availability of a LIMITED HOME WARRANTY PROGRAM with a deductible paid by Buyer which ☐ **will** ☒ **will not be provided at a cost not to exceed $** _____ **charged to** ☐ **Buyer** ☐ **Seller and ordered by** ☐ **Buyer** ☐ **Seller.** Buyer and Seller acknowledge this LIMITED HOME WARRANTY PROGRAM may not cover any pre-existing defects in the Property nor replace the need for an independent home inspection. Broker may receive a fee from the home warranty provider and/or a member benefit. The Limited Home Warranty Program is a contract between Buyer/Seller and the Home Warranty Provider. The Parties agree that Brokers and their companies shall be released and held harmless in the event of claims disputes with the Home Warranty Provider.

O. **DISCLOSURES: (Check one)**
1. Buyer ☐ has ☒ has not ☐ not applicable received and executed SELLER'S RESIDENTIAL REAL ESTATE SALES DISCLOSURE.
2. Buyer ☐ has ☒ has not ☐ not applicable received and executed a LEAD-BASED PAINT CERTIFICATION AND ACKNOWLEDGMENT.

P. **TITLE APPROVAL:** Prior to closing, Buyer shall be furnished with ☒ **a title insurance commitment for the most current and comprehensive ALTA Owner's Title Insurance Policy available in the amount of the purchase price or** ☐ **an abstract of title continued to date,** showing marketable title to Property in Seller's name. Seller must convey title free and clear of any encumbrances and title defects, with the exception of any mortgage assumed by Buyer and any restrictions or easements of record not materially interfering with Buyer's intended use of the Property. A title company, at Buyer's request, can provide information about availability of various additional title insurance coverages and endorsements and the associated costs.

Owner's Title Insurance Premium and that portion of Title Service Fees incurred to prepare the Owner's Policy (including title search and examination and commitment preparation), to be paid by ☒ **Buyer (included in allowance, if provided)** ☐ **Seller** ☐ **Shared equally.**

Lender's Title Insurance Premium and that portion of Title Service Fees incurred to prepare the Lender's Policy (including title search and examination and commitment preparation), if applicable, to be paid by ☐ **Buyer (included in allowance, if provided)** ☐ **Seller** ☐ **Shared equally** ☐ **Other** N/A

The parties agree that ☐ **Seller** ☒ **Buyer will select a title insurance company to issue a title insurance policy and** will order the commitment ☐ **immediately or** ☒ **other:** after approval of Common Council of the City of Fort Wayne.
Pursuant to Federal and State law, Seller cannot make Seller's selection of a title insurance provider a condition of this Agreement.

Seller agrees to pay the cost of obtaining all other documents necessary to perfect title (including the cost of the deed and vendor's affidavit), so that marketable title can be conveyed.

Q. **TAXES: (Check paragraph 1, 2 or 3)**
☐ 1. Buyer will assume and pay all taxes on the Property beginning with the taxes due and payable on _____, _____, and all taxes due thereafter. At or before closing, Seller shall pay all taxes for the Property payable before that date.
☒ 2. All taxes that have accrued for any prior calendar year that remain unpaid shall be paid by Seller either to the County Treasurer and/or the Buyer in the form of a credit at closing. All taxes that have accrued for the current calendar year shall be prorated on a calendar-year basis as of the day immediately prior to the Closing Date.

For purposes of paragraph 1 and 2: For the purpose of determining the credit amount for accrued but unpaid taxes, taxes shall be assumed to be the same as the most recent year when taxes were billed based upon *certified* tax rates. This shall be a final settlement.

☐ 3. **FOR RECENT CONSTRUCTION OR OTHER TAX SITUATIONS.** Seller will give a tax credit of $ _____ to Buyer at closing. This shall be a final settlement.

804 Pemberton Dr.

WARNING: THE SUCCEEDING YEAR TAX BILL FOR RECENTLY CONSTRUCTED HOMES OR FOLLOWING REASSESSMENT PERIODS MAY GREATLY EXCEED THE LAST TAX BILL AVAILABLE TO THE CLOSING AGENT.

Buyer acknowledges Seller's tax exemptions and/or credits may not be reflected on future tax bills.

Buyer may apply for current-year exemptions/credits at or after closing.

R. **PRORATIONS AND SPECIAL ASSESSMENTS:** Insurance, if assigned to Buyer, interest on any debt assumed or taken subject to, any rents, all other income and ordinary operating expenses of the Property, including but not limited to, public utility charges, shall be prorated as of the day immediately prior to the Closing Date. Seller shall pay any special assessments applicable to the Property for municipal improvements previously made to benefit the Property. Seller warrants that Seller has no knowledge of any planned improvements which may result in assessments and that no governmental or private agency has served notice requiring repairs, alterations or corrections of any existing conditions. Public or municipal improvements which are not completed as of the date above but which will result in a lien or charge shall be paid by Buyer. Buyer will assume and pay all special assessments for municipal improvements completed after the date of this Agreement.

S. **TIME:** Time is of the essence. Time periods specified in this Agreement and any subsequent Addenda to the Purchase Agreement are calendar days and shall expire at 11:59 PM of the date stated unless the parties agree in writing to a different date and/or time.

Note: Seller and Buyer have the right to withdraw any offer/counter offer prior to written acceptance and delivery of such offer/counter offer.

T. **HOMEOWNERS ASSOCIATION/CONDOMINIUM ASSOCIATION ("Association"):** Documents for a mandatory membership association shall be delivered by the Seller to Buyer within ___0___ days after acceptance of this Agreement. If the Buyer does not make a written response to the documents within ___0___ days after receipt, the documents shall be deemed acceptable. In the event the Buyer does not accept the provisions in the documents and such provisions cannot be waived, this Agreement may be terminated by the Buyer and the earnest money deposit shall be refunded to Buyer promptly. Any approval of sale required by the Association shall be obtained by the Seller, in writing, within ___0___ days after Buyer's approval of the documents. **Fees charged by the "Association", or its management company, for purposes of verification of good standing and/or transfer of ownership shall be shared equally by Buyer and Seller. Start-up or one time reserve fees, if any, shall be paid by Buyer.**

Buyer acknowledges that in every neighborhood there are conditions which others may find objectionable. Buyer shall therefore be responsible to become fully acquainted with neighborhood and other off-site conditions that could affect the Property.

U. **ATTORNEY'S FEES:** Any party to this Agreement who is the prevailing party in any legal or equitable proceeding against any other party brought under or with relation to the Agreement or transaction shall be additionally entitled to recover court costs and reasonable attorney's fees from the non-prevailing party.

V. **ADDITIONAL PROVISIONS:**

1. Unless otherwise provided, any prorations for rent, taxes, insurance, damage deposits, association dues/ assessments, or any other items shall be computed as of the day immediately prior to the Closing Date.

2. Underground mining has occurred in Indiana, and Buyers are advised of the availability of subsidence insurance.

3. The Indiana Sheriff's Sex Offender Registry (www.indianasheriffs.org) exists to inform the public about the identity, location and appearance of sex offenders residing within Indiana. Broker is not responsible for providing or verifying this information.

4. Conveyance of this Property shall be by general Warranty Deed, or by _____, subject to taxes, easements, restrictive covenants and encumbrances of record, unless otherwise agreed.

5. Seller represents and warrants that Seller is not a "foreign person" (individual entity) and, therefore, is not subject to the Foreign Investment in Real Property Tax Act.

6. Any notice required or permitted to be delivered shall be deemed received when personally delivered, transmitted electronically or digitally or sent by express courier or United States mail, postage prepaid, certified and return receipt requested, addressed to Seller or Buyer or the designated agent of either party.

804 Pemberton Dr.

7. This Agreement shall be construed under and in accordance with the laws of the State of Indiana and is binding upon the parties' respective heirs, executors, administrators, legal representatives, successors, and assigns.

8. In case any provision contained in this Agreement is held invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement.

9. This Agreement constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties' respecting the transaction and cannot be changed except by their written consent.

10. All rights, duties and obligations of the parties shall survive the passing of title to, or an interest in, the Property.

11. Broker(s) may refer Buyer or Seller to other professionals, service providers or product vendors, including lenders, loan brokers, title insurers, escrow companies, inspectors, pest control companies, contractors and home warranty companies. Broker(s) does not guarantee the performance of any service provider. Buyer and Seller are free to select providers other than those referred or recommended to them by Broker(s). The Parties agree that Brokers and their companies shall be released and held harmless in the event of claims disputes with any service provider.

12. By signing below, the parties to this transaction acknowledge receipt of a copy of this Agreement and give their permission to a multiple listing service, Internet or other advertising media, if any, to publish information regarding this transaction.

13. Any amounts payable by one party to the other, or by one party on behalf of the other party, shall not be owed until this transaction is closed.

14. Buyer and Seller consent to receive communications from Broker(s) via telephone, U.S. mail, email and facsimile at the numbers/addresses provided to Broker(s) unless Buyer and Seller notify Broker(s) in writing to the contrary.

15. Buyer discloses to Seller that Buyer holds Indiana Real Estate License # ——— .

16. Where the word "Broker" appears, it shall mean "Licensee" as provided in I.C.25-34.1-10-6.8.

W. **FURTHER CONDITIONS (List and attach any addenda):** Purchase is subject to Buyer obtaining approval of the Board of Public Works and the Common Council of the City of Fort Wayne. Buyer shall pay all closing costs, including deed preparation and recording fees.

X. **CONSULT YOUR ADVISORS:** Buyer and Seller acknowledge they have been advised that, prior to signing this document, they may seek the advice of an attorney for the legal or tax consequences of this document and the transaction to which it relates. In any real estate transaction, it is recommended that you consult with a professional, such as a civil engineer, environmental engineer, or other person, with experience in evaluating the condition of the Property.

Y. **ACKNOWLEDGEMENTS:** Buyer and Seller acknowledge that each has received agency office policy disclosures, has had agency explained, and now confirms all agency relationships. Buyer and Seller further acknowledge that they understand and accept agency relationships involved in this transaction. By signature below, the parties verify that they understand and approve this Purchase Agreement and acknowledge receipt of a signed copy.

Z. **EXPIRATION OF OFFER:** Unless accepted by Seller and delivered to Buyer by 5:00 ☐ A.M. ☒ P.M. ☐ Noon, the 27th day of May 2014, this Purchase Agreement shall be null and void and all parties shall be relieved of any and all liability or obligations.

This Agreement may be executed simultaneously or in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. The parties agree that this Agreement may be transmitted between them electronically or digitally. The parties intend that electronically or digitally transmitted signatures constitute original signatures and are binding on the parties. The original document shall be promptly delivered, if requested.

BUYER'S SIGNATURE 5/23/14 DATE

DeWayne J. Nodine Program Manager - Capital Project Services
PRINTED Fort Wayne City Utilities

SELLER'S RESPONSE: (Check appropriate paragraph number):

☐ **1. The above offer is Accepted.**

☐ **2. The above offer is Rejected.**

SELLER'S SIGNATURE 5/16/2014 DATE SELLER'S SIGNATURE 5/20/14 DATE

Marat Kurbanov
PRINTED

Robin Kurbanov
PRINTED

General Manhole Rehabilitation 2014
RESOLUTION 75971

RESOLUTION BY THE BOARD OF PUBLIC WORKS of the City of Fort Wayne, Indiana that:

Manhole rehabilitation with full depth Epoxy Coating, chimney sealing and realignment.

Said improvements with all their appurtenances shall be constructed in accordance with the plans and specifications titled, **General Manhole Rehabilitation 2014**

Declares the cost of the said improvements shall be paid by the funds from the Fort Wayne Sewer Utility Revenue.

Declares the project is necessary for the protection of public health and welfare of the in habitants of the area and the safeguarding of property within the area.

Declares that this project is of public utility benefit.

States there are no cost associated with the purchase of any land associate with this project.

Declares the engineer's estimate of the project's total cost is $ 118,800.00

APPROVED THIS 28th DAY OF May, 2014

BOARD OF PUBLIC WORKS

BY: _____
Robert P. Kennedy, Chair

BY: Mike Avila
Mike Avila, Member

BY: _____
Kumar Menon, Member

ATTEST: Victoria Edwards
Victoria Edwards, Clerk

A RESOLUTION OF THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA, AUTHORIZING THE SALE OF CERTAIN REAL PROPERTY

RESOLUTION NUMBER 101-6-4-14-1

WHEREAS, the City of Fort Wayne Board of Public Works (the "Board") owns certain real property (the "Parcel"), the legal description to which is attached hereto as Exhibit "A" and made a part of this Resolution by this reference; and

WHEREAS, Dealership Real Estate Holdings, LLC ("DREH") wishes to purchase the Parcel from the Board; and

WHEREAS, Indiana Code Title 36, Article 1, Chapter 11, Section 3(b)(2) [IC 36-1-11-3(b)(2)] requires the Board to conduct a public hearing regarding the sale of the Parcel and to give the Board's recommendation of whether or not the sale of the Parcel should proceed to the Mayor of the City of Fort Wayne, Indiana; and

WHEREAS, public notice of today's hearing was given on May 23, 2014, being at least ten (10) days prior to the hearing date in accordance with Indiana Code Title 5, Article 3, Chapter 1, Section 2(b) [IC 5-3-1-2(b)], which said notice gave the date, time, location and subject matter of the hearing.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA, AS FOLLOWS:

1. After holding a public hearing during which the Board requested to hear from citizens wishing to speak about the proposed sale of the Parcel as described in the aforesaid Exhibit "A," the Board hereby recommends to the Mayor of the City of Fort Wayne, Indiana, that the sale of the Parcel to Dealership Real Estate Holdings, LLC, should proceed, and at the agreed upon purchase price of $40,000; and

2. That the Board hereby authorizes DeWayne Nodine, Program Manager, Capital Project Services with Fort Wayne City Utilities Engineering to sign, in the name of and on behalf of the Board, any deed associated with the sale of the Parcel in the event that the sale of the Parcel is approved by both the Common Council, and the Mayor of the City of Fort Wayne, Indiana.

This resolution shall be in full force and effect from and after its adoption by the Board of Public Works of the City of Fort Wayne, Indiana.

APPROVED this 4th day of June, 2014.

BOARD OF PUBLIC WORKS

By: _____
Robert Kennedy, Chair

By: _____
Kumar Menon, Member

By: Mike Avila
Mike Avila, Member

Attest: Victoria Edwards
Victoria Edwards, Clerk

EXHIBIT "A"

A part of Section 22, Township 31 North, Range 12 East, in Allen County, Indiana, and being a part of the parcel described in Document #206062980 in the Allen County Recorder's Office, described as:

Commence at an iron pin found at the Northeast corner of the Plat of Interstate Industrial Park, Section "D" as recorded in Plat Book 30A, Page 1, in the Office of the Recorder of said Allen County, thence South 87 degrees 15 minutes West (North 90 degrees 00 minutes West plat) along the North line of said Section "D", a distance of 52.9 feet to the Easternmost corner of Interstate Industrial Park, Section "I" as recorded in Plat Book 32, page 146, as situated in the centerline of the Spy Run Creek; thence Northwesterly along the Easterly lines of said Section "I" and the centerline of the Spy Run Creek as follows:

thence North 50 degrees 03 minutes West, a distance of 162.7 feet; thence North 43 degrees 21 minutes West, a distance of 93.1 feet; thence North 32 degrees 05 minutes West, a distance of 91.7 feet; thence North 51 degrees 49 minutes West, a distance of 89.7 feet; thence North 62 degrees 13 minutes West, a distance of 103.1 feet; thence North 69 degrees 51 minutes West, a distance of 123.9 feet; thence North 60 degrees 15 minutes West, a distance of 33.3 feet to the North line of the South One-half of the Northwest Quarter of said Section 22, being also the Northeast corner of said Section "I" and the Southeast corner of a 0.560 acre tract of land as recorded in Document #72-7276 of the Allen County Recorder's Office; thence continuing Northwesterly along the centerline of said Spy Run Creek, North 38 degrees 01 minute West, a distance of 42.7 feet to the South 125 foot limited access right-of-way line of said Interstate Highway No. 69; thence North 87 degrees 15 minutes 18 seconds East, on said right-of-way line a distance of 413.07 feet and being the Point of Beginning: thence continue North 87 degrees 15 minutes 18 seconds East, on said right-of-way line a distance of 400.00 feet to an iron pin found at Plan Station 508+00 of Indiana State Highway Commission Plans dated 1958, Project Number I-69-4(3)109; thence North 85 degrees 59 minutes 01 second East on the said right-of-way a distance of 122.06 to the northwest corner of the Dealership Holdings, LLC parcel described in Document #2013-010371 of the Allen County Recorder's Office; thence South 1 degree 00 minutes 11 seconds East a distance of 96.66 feet on the west line of the said parcel; thence South 87 degrees 15 minutes 18 seconds West a distance of 500.00 feet; thence North 14 degrees 14 minutes 29 seconds West a distance of 95.83 feet to the Point of Beginning, containing 1.105 acres, more or less.

COUNTER OFFER # 1

10:00 ☒ A.M. ☐ P.M. April 28, 2014

The undersigned makes the following Counter Offer to the Purchase Agreement dated April 15, 2014 concerning property commonly known as ≈ 1.105 ac. S. of I-69 and adjacent to westside of Dealership Holdings property in Washington Township, Allen County, Indiana between: City Utilities of Fort Wayne, Indiana as Seller(s) and Dealership Real Estate Holdings, LLC as Buyer(s).

¶1: Seller shall be "Fort Wayne Board of Public Works"

¶3: Add, "Seller has made no written or oral warranty, representation, or statement to Buyer relating in any manner to the quality or condition of the Property or to any matter which may directly or indirectly affect the property."

Note: Seller and Buyer have the right to withdraw any offer/counter offer prior to written acceptance and delivery of such offer/counter offer.

All other terms and conditions of the Purchase Agreement and all previous Counter Offers shall remain in effect except as modified by this Counter Offer.

This Counter Offer # 1 is void if not accepted in writing on or before 12 ☐ A.M. ☐ P.M. ☒ Noon on Thursday, May 2, 2014.

This Agreement may be executed simultaneously or in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The parties agree that this Agreement may be transmitted between them by facsimile machine. The parties intend that faxed signatures constitute original signatures and are binding on the parties. The original document shall be promptly delivered, if requested.

☒ SELLER ☐ BUYER SIGNATURE 4/28/2014 DATE — ☐ SELLER ☐ BUYER SIGNATURE DATE

Justin Brugger, for Fort Wayne Board of Public Works — PRINTED — PRINTED

RESPONSE TO COUNTER OFFER # _____

The above Counter Offer # _____ is ☒ Accepted ☐ Countered ☐ Rejected at _____ ☐ A.M. ☐ P.M. ☐ Noon on _____, _____. Receipt of a signed copy of this Counter Offer is acknowledged.

☐ SELLER ☒ BUYER SIGNATURE 5/2/2014 DATE — ☐ SELLER ☐ BUYER SIGNATURE DATE

THOMAS KELLEY
KELLEY CHEVROLET

PRINTED — PRINTED

PURCHASE AGREEMENT
COMMERCIAL-INDUSTRIAL REAL ESTATE

Date: April 15, 2014

1. **PARTIES: CITY UTILITIES OF FORT WAYNE, INDIANA** ("Seller") agrees to sell and convey to **DEALERSHIP REAL EATATE HOLDINGS, LLC** ("Buyer") and Buyer agrees to buy from Seller the following property for the consideration and upon and subject to the terms, provisions, and conditions hereinafter set forth. As used herein, the "Effective Date" shall be the date on which the last party signed or initialed acceptance of the final offer.

2. **PROPERTY:** The property commonly known as the approximate 1.105 acres of land situated south of the I-69 Right of Way and adjacent to the west of the existing Dealership Real Estate Holdings, LLC property, located in Interstate Industrial Park, Section D, Fort Wayne, Indiana; and all privileges, and appurtenances pertaining thereto including any right, title and interest of Seller in and to adjacent streets, alleys, or rights-of-way; all of the above hereinafter collectively called "Property," and whose description is on the attached survey shown as Exhibit "A" attached hereto and incorporated herein.

3. **PRICE:** The total purchase price shall be Forty Thousand and 00/100 Dollars ($40,000.00), payable in cash at closing.

   Buyer agrees that it is purchasing the property "AS IS WHERE IS", and Buyer disclaims and waives any right to assert a claim against the Seller based upon breach of contract and/or breach of warranty arising from the condition of the property or Buyer's inability to use the property for its intended purpose.

4. **EARNEST MONEY:** Buyer shall submit $5,000.00 as earnest money which shall be applied to the purchase price. The earnest money shall be deposited into the escrow account of Metropolitan Title Company as Escrow Agent, within two (2) banking days of acceptance of this Agreement and held in it until time of closing the transaction or termination of this Agreement. If Buyer fails for any reason to submit earnest money, Seller may terminate this Agreement. If this offer is accepted and Buyer fails or refuses to close the transaction, without legal cause, the earnest money shall be forfeited by Buyer to Seller as liquidated damages. The Escrow Agent holding any earnest money is absolved from any responsibility to make payment to the Seller or Buyer unless the parties enter into a Mutual Release or a Court issues an Order for payment. If the parties do not mutually consent to the release of the earnest money, then they agree that the Escrow Agent holding the earnest money may file an interpleader action with a Court regarding disposition of the earnest money.

5. **CONTINGENCIES:** The Buyer's performance under this agreement is contingent upon:

   The Buyer shall have a 90 day contingency period from the Effective Date of this purchase agreement to obtain all of the necessary approvals from the Fort Wayne Board of Public Works and the Fort Wayne City Council to complete the purchase.

   Buyer may, at any time on or before the expiration of the above contingency period, in its sole and absolute discretion, terminate this Agreement, and all earnest money shall be returned to the Buyer, or such contingencies shall be waived by the Buyer and the transaction shall proceed towards closing. If Buyer shall fail to provide Seller with notice that such contingencies have been satisfied or waived within said time period, this Agreement shall be void and Earnest Money shall be refunded to Buyer.

6. **ADDITIONAL PROVISIONS:** Sale is contingent on the Seller obtaining the necessary approvals from the Fort Wayne Board of Public Works and the Fort Wayne City Council.

7. **CLOSING:** The closing of the sale (the "Closing Date") shall take place at the Title Company who insures this transaction or at such place as agreed by Seller and Buyer on or before July 11, 2014, or as soon thereafter as all contingencies have been waived or met unless such date is changed in writing by Seller and Buyer, or otherwise extended as herein provided.

8. **POSSESSION:** The possession of the Property shall be delivered to Buyer at closing subject to tenant's rights, if applicable, in its present condition, ordinary wear and tear excepted. Seller shall maintain the property and related equipment in its present condition until possession is delivered to Buyer, subject to repairs in response to any inspection. Buyer may inspect the property prior to closing to determine whether Seller has complied with this paragraph. Seller shall pay for all municipal services and public utility charges through the day of possession.

9. **INSPECTIONS: None**

10. **REAL ESTATE TAXES:** The taxes assessed for the current year, due and payable in the year following closing, shall be prorated between Seller and Buyer on a calendar year basis as of the day immediately prior to the Closing Date. All taxes assessed for any prior calendar year and remaining unpaid shall also be paid by Seller.

    (A) If the tax rate or assessment for taxes assessed or payable in the year of closing has not been determined as of the Closing Date, the assessment or rate shall be assumed to be the same as the most recent assessment or rate.

(B) Taxes which are Seller's responsibility and not yet due as of the Closing Date shall be credited against the purchase price or cash portion thereof payable by Buyer at closing, and Seller shall have no further liability for such taxes.
(C) All taxes due and payable on or prior to the Closing Date shall be paid at or before closing and charged at closing to the responsible party.

11. **INSURANCE AND RISK OF LOSS:** Seller shall maintain replacement cost (if available) or actual cash value "all risk" insurance on the Property through the Closing Date. Seller's insurance shall be canceled as of the Closing Date and Buyer shall provide its own insurance thereafter. Risk of loss by damage or destruction to the Property prior to the closing shall be borne by Seller. In the event any damage or destruction is not fully repaired prior to closing, Buyer at its option, may either terminate this Agreement or elect to close the transaction, in which event Seller's right to all insurance proceeds not yet applied to repair of the damage or destruction shall be assigned in writing by Seller to Buyer at closing.

12. **TITLE AND SURVEY:** Buyer's obligations under this Agreement are conditioned upon satisfaction of each of the following items which are for the Buyer's benefit and may be waived by Buyer at Buyer's sole discretion.

    1. **Title Commitment:** A commitment for title insurance (the "Commitment") issued by Metropolitan Title Company (the "Title Company") showing marketable title in Seller's name shall be ordered by Buyer. Title Insurance shall be at Buyer's expense.
    2. **Survey:** A survey shall be ordered promptly by Buyer at Buyer's expense. It shall be prepared by a licensed Indiana surveyor.
    3. **Title and Survey Approval:** If Buyer has an objection to items disclosed in the Commitment or the Survey, Buyer shall make written objections to Seller within 5 days after receipt of both the Commitment and survey. Upon the expiration of such period, any item not objected to by Buyer or subsequently approved by Buyer in writing shall be deemed a permitted exception ("Permitted Exception"). If Buyer makes objections, Seller shall have fifteen (15) days from the date the objections are made to cure the same, and the Closing Date shall be extended, if necessary. Seller agrees to utilize its best efforts and reasonable diligence to cure any objections, but only to the extent necessary to convey marketable title. If the objections are not satisfied within the time period, Buyer may either terminate this Agreement and receive a refund of the Earnest Money or waive the unsatisfied objections and close the transaction.

13. **PRORATIONS AND SPECIAL ASSESSMENTS:** Interest on any debt assumed or taken subject to, any rents, and all other income and ordinary operating expenses of the Property, including but not limited to, public utility charges, shall be prorated as of the day prior to the Closing Date. Any special assessments applicable to the Property for municipal improvements previously made to benefit the Property shall be paid by Seller. Seller warrants that Seller has no knowledge of any planned improvements which may result in assessments and that no governmental or private agency has served notice requiring repairs, alterations or corrections of any existing conditions. Public or Municipal improvements which are not completed as of the date above but which will result in a lien or charge shall be paid by Buyer. Buyer will assume and agree to pay all special assessments for municipal improvements which are completed after the date of closing.

14. **SALES EXPENSE:** Seller and Buyer agree that all sales expenses are to be paid in cash prior to or at the closing.

    A. **SELLER'S EXPENSES:** Seller agrees to pay Seller's attorney fees; and other expenses stipulated to be paid by Seller under other provisions of this Agreement.

    B. **BUYER'S EXPENSES:** Buyer agrees to pay all expenses for Title Insurance, Survey, Appraisals, recording fees, closing fees, Buyer's attorney fees, and expenses stipulated to be paid by Buyer under other provisions of this Agreement.

15. **DEFAULT:** If this Agreement becomes effective and Buyer, having no right or option to terminate this Agreement, fails to complete the purchase as provided in this Agreement, Buyer shall pay to Seller, as liquidated damages, an amount equal to the earnest money deposited by Buyer ("Damages"). Seller shall have no other remedy against Buyer at law or in equity. Earnest money deposited shall be credited against the Damages.

    If Seller breaches this Agreement and is in default, then the Earnest Money shall be returned to Buyer. In addition, if Seller is in default, the Buyer may seek specific performance or any other remedy provided by law or equity against the Seller, including all reasonable costs and expenses, including attorney's fees, incurred by Buyer due to Seller's breach.

16. **ATTORNEY'S FEES:** Any signatory to this Agreement who is the prevailing party in any legal or equitable proceeding against any other signatory brought under or with relation to the Agreement or transaction shall be additionally entitled to recover court costs and reasonable attorney's fees from the non-prevailing party.

17. **ESCROW:** The Earnest Money is deposited with Escrow Agent with the understanding that Escrow Agent (a) is not a party to this Agreement and does not assume or have any liability for performance or non-performance of any party and (b) before the Escrow Agent has any obligation to disburse the Earnest Money in the event of dispute, he has the right to require from all signatories a written release of liability of the Escrow Agent, termination of the Agreement and authorization to disburse the Earnest Money. The Earnest Money shall be applied to the purchase price at closing unless returned to Buyer, released to Seller, or otherwise disbursed in accordance with this Agreement.

18. **DUTIES OF BUYER AND SELLER AT CLOSING:**

A. At the closing, Seller shall deliver to Buyer:

(1) A duly executed and acknowledged Deed conveying good and indefeasible title in fee simple to all of the Property, free and clear of any and all liens, encumbrances, conditions, easements, assessments, reservations and restrictions, except as permitted herein and/or approved by Buyer in writing and an executed Vendor's Affidavit;

(2) Furnish evidence of its capacity and authority for the closing of this transaction;

(3) Execute all other necessary documents to close this transaction.

B. At the closing, Buyer shall perform the following:

(1) Pay the cash portion of the Sales Price in the form of a certified or cashier's check or bank wire transfer.;

(2) Furnish evidence of its capacity and authority for the closing of this transaction;

(3) Pay Buyer's expenses described in Paragraph 14B;

(4) Execute all other necessary documents to close this transaction.

19. CONDEMNATION: If prior to Closing Date condemnation proceedings are commenced against any portion of the Property, Buyer may, at its option, terminate this Agreement by written notice to Seller within five (5) days after Buyer is advised of the commencement of condemnation proceedings, or Buyer shall have the right to appear and defend in such condemnation proceedings, and any award in condemnation shall, at the Buyer's election, become the property of Seller and reduce the purchase price by the same amount or shall become the property of Buyer and the purchase price shall not be reduced.

20. CASUALTY LOSS: Risk of loss by damage or destruction to the Property prior to the closing shall be borne by Seller. In the event any such damage or destruction is not fully repaired prior to closing, Buyer, at its option, may either (a) terminate this Agreement, or (b) elect to close the transaction, in which event Seller's right to all insurance proceeds resulting from such damage or destruction shall be assigned in writing by Seller to Buyer.

21. RESPONSIBLE PROPERTY TRANSFER LAW:

Seller agrees to comply with Indiana's Responsible Property Transfer Law I.C. Section 13-25-3-1 et seq ("IRPTL"), if applicable.

22. RIGHT TO ASSIGN:

The Buyer shall have the right to assign this agreement prior to closing, but such assignment shall not release Buyer from the terms and conditions of this agreement including the default provision in Paragraph 16.

23. MISCELLANEOUS:

A. Any notice provided under this Agreement shall be in writing and given to the other party at the party's address stated in this Agreement, or to the party's broker at the broker's principal place of business, or at such other address as a party may designate in a notice. Notice shall be deemed given when: (a) personal service of the notice is made on the party to be notified; (b) the notice is mailed to the party to be notified by means of certified or registered U.S. mail, return receipt requested, postage prepaid; or (c) the notice is sent to the party to be notified by express courier such as "Federal Express", "UPS", or such other similar carrier guaranteeing next day delivery.

B. This Agreement shall be construed under and in accordance with the laws of the State of Indiana.

C. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns.

D. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

E. This Agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the transaction and cannot be changed except by their written consent.

F. Time is of the essence in this Agreement.

G. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

24. **TERMINATION OF OFFER:** Unless accepted by Seller and delivered to Buyer by 5:00 (P.M.), the 29th day of April, 2014, this Purchase Agreement shall be null and void and all parties hereto shall stand relieved and released of any and all liability or obligations hereunder.

25. **TAX DEFERRED EXCHANGE:** In the event that Seller wishes to enter into a Section 1031 tax deferred exchange for the real property described herein, or if Purchaser wishes to enter into a tax deferred exchange with respect to property owned by it in connection with this transaction, each of the parties agrees to cooperate with the other party in connection with such exchange, including the execution of such documents as may be reasonably necessary to effectuate the same. Provided that: (a) the other party shall not be obligated to delay the closing, (b) all additional costs in connection with the exchange should be borne by the party whose property is exchanged, and (c) the other party shall not be obligated to execute any note, contract, or other document providing for any liability which would survive the exchange.

26. **CONSULT YOUR ADVISOR:** Buyer and Seller acknowledge they have been advised that, prior to signing this Agreement, they should seek the advice of an attorney for the legal or tax consequences of this Agreement and the transaction to which it relates.

    In any real estate transaction, it is recommended that you consult with a professional, such as a civil engineer or others with experience in evaluation of the condition of the property, including the possible presence of asbestos, hazardous and/or toxic materials and underground storage tanks.

27. **ACKNOWLEDGMENTS:** Buyer and Seller acknowledge that no Real Estate Broker is involved in this transaction. By signature below the parties verify that they understand and approve this Purchase Agreement and acknowledge receipt of a signed copy.

    This Agreement may be executed simultaneously or in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery of this document may be accomplished by e-mail or electronic facsimile reproduction (FAX). The parties intend that e-mail or FAX transmitted signatures constitute original signatures and are binding on the parties. If e-mail or FAX delivery is utilized, the original document shall be promptly executed and/or delivered, if requested by either party.

BUYER:

By _____ 4/17/2014 Date

Buyer's Address for Notice Purposes

UNCONDITIONAL ACCEPTANCE BY SELLER

Seller accepts the offer made by Buyer as set forth above, without change or condition. Dated: 4/17/2014, 2014

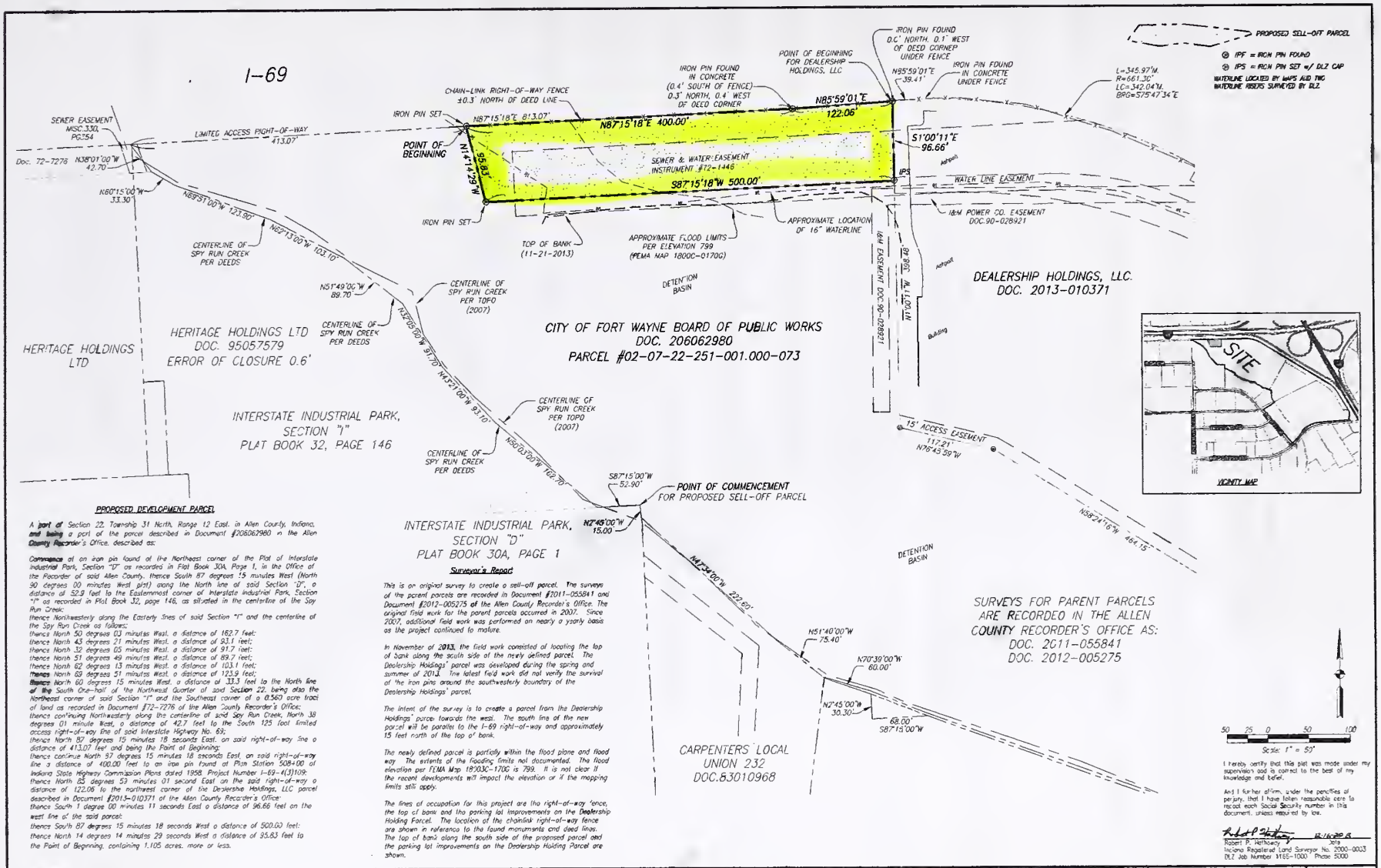
Seller's Signature _____ Seller's Signature _____

Justin Brugger
Printed FOR CITY OF FORT WAYNE BOARD OF PUBLIC WORKS

Printed _____

Seller's Address for Notice Purposes

200 E. BERRY ST., SUITE 250
FORT WAYNE, IN 46802



PROPOSED DEVELOPMENT PARCEL

A part of Section 22, Township 31 North, Range 12 East, in Allen County, Indiana, and being a part of the parcel described in Document #206062980 in the Allen County Recorder's Office, described as:

Commence at an iron pin found at the Northeast corner of the Plat of Interstate Industrial Park, Section "D" as recorded in Plat Book 30A, Page 1, in the Office of the Recorder of said Allen County, thence South 87 degrees 15 minutes West (North 90 degrees 00 minutes West plat) along the North line of said Section "D", a distance of 52.9 feet to the Easternmost corner of Interstate Industrial Park, Section "I" as recorded in Plat Book 32, page 146, as situated in the centerline of the Spy Run Creek;
thence Northwesterly along the Easterly lines of said Section "I" and the centerline of the Spy Run Creek as follows:
thence North 30 degrees 03 minutes West, a distance of 102.7 feet;
thence North 43 degrees 21 minutes West, a distance of 93.1 feet;
thence North 32 degrees 05 minutes West, a distance of 91.7 feet;
thence North 51 degrees 49 minutes West, a distance of 89.7 feet;
thence North 62 degrees 13 minutes West, a distance of 103.1 feet;
thence North 89 degrees 51 minutes West, a distance of 123.9 feet;
thence North 60 degrees 15 minutes West, a distance of 33.3 feet to the North line of the South One-half of the Northwest Quarter of said Section 22, being also the Northeast corner of said Section "I" and the Southeast corner of a 0.560 acre tract of land as recorded in Document #72-7276 of the Allen County Recorder's Office;
thence continuing Northwesterly along the centerline of said Spy Run Creek, North 38 degrees 01 minute West, a distance of 42.7 feet to the South 125 foot limited access right-of-way line of said Interstate Highway No. 69;
thence North 87 degrees 15 minutes 18 seconds East, on said right-of-way line a distance of 413.07 feet and being the Point of Beginning;
thence continue North 87 degrees 15 minutes 18 seconds East, on said right-of-way line a distance of 400.00 feet to an iron pin found at Plan Station 508+00 of Indiana State Highway Commission Plans dated 1958, Project Number I-69-4(3)109;
thence North 85 degrees 59 minutes 01 second East on the said right-of-way a distance of 122.06 to the northwest corner of the Dealership Holdings, LLC parcel described in Document #2013-010371 of the Allen County Recorder's Office;
thence South 1 degree 00 minutes 11 seconds East a distance of 96.66 feet on the west line of the said parcel;
thence South 87 degrees 15 minutes 18 seconds West a distance of 500.00 feet;
thence North 14 degrees 14 minutes 29 seconds West a distance of 95.83 feet to the Point of Beginning, containing 1.105 acres, more or less.

Surveyor's Report

This is an original survey to create a sell-off parcel. The surveys of the parent parcels are recorded in Document #2011-055841 and Document #2012-005275 of the Allen County Recorder's Office. The original field work for the parent parcels occurred in 2007. Since 2007, additional field work was performed on nearly a yearly basis as the project continued to mature.

In November of 2013, the field work consisted of locating the top of bank along the south side of the newly defined parcel. The Dealership Holdings' parcel was developed during the spring and summer of 2013. The latest field work did not verify the survival of the iron pins around the southwesterly boundary of the Dealership Holdings' parcel.

The intent of the survey is to create a parcel from the Dealership Holdings' parcel towards the west. The south line of the new parcel will be parallel to the I-69 right-of-way and approximately 15 feet north of the top of bank.

The newly defined parcel is partially within the flood plane and flood way. The extents of the flooding limits not documented. The flood elevation per FEMA Map 18003C-170G is 799. It is not clear if the recent developments will impact the elevation or if the mapping limits still apply.

The lines of occupation for this project are the right-of-way fence, the top of bank and the parking lot improvements on the Dealership Holding Parcel. The location of the chainlink right-of-way fence are shown in reference to the found monuments and deed lines. The top of bank along the south side of the proposed parcel and the parking lot improvements on the Dealership Holding Parcel are shown.

I hereby certify that this plat was made under my supervision and is correct to the best of my knowledge and belief.

And I further affirm, under the penalties of perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law.

Robert P. Hathaway 12/16/20 R. Date
Robert P. Hathaway
Indiana Registered Land Surveyor No. 2000-0003
DLZ Job Number 1165-1000 Photo: 5000

DLZ
111 W. COLUMBIA STREET, SUITE 100
FORT WAYNE, IN 46802
PHONE 260-420-3114

FORT WAYNE — INDIANA

CITY OF FORT WAYNE
I69 / SPY RUN CREEK SURVEY

BOUNDARY SURVEY

DRAWN: RPH	CHK'D: BJS
DESIGNED: X	APPRV'D: RPH
DATE: DEC. 20 '3	
HORIZ. SCALE: 1"=50'	
VERT. SCALE: NA	
PROJECT NUMBER	1366-1000-70

NO.	REVISION	BY	DATE

DLZ INDIANA, LLC

SHEET 1 OF 1

DRAWING NUMBER PPL-01

Huffman Boulevard Drainage Improvements
RESOLUTION NO. 76027

RESOLUTION BY THE BOARD OF PUBLIC WORKS of the City of Fort Wayne, Indiana that:

The CONTRACTOR shall furnish all labor, material, supplies and equipment required to perform the following:

Construction of approximately 1105 L.F. of storm sewer and 8 structures.

Said improvements with all their appurtenances shall be constructed in accordance with the plans and specifications titled, **Huffman Boulevard Drainage Improvements.**

Declares the cost of the said improvements shall be paid by the funds from the property owners (Barrett Law) and the Fort Wayne Sewer Utility (Revenue).

Declares that this project is of public utility benefit.

States there is no land acquisition associated with this project.

Declares the engineer's estimate of the project's total cost is $154,000.00.

APPROVED THIS 4th DAY OF June, 2014.

BOARD OF PUBLIC WORKS

BY: _____
Robert P. Kennedy, Chairman

BY: _____
Kumar Menon, Member

BY: Mike Avila
Mike Avila, Member

ATTEST: Victoria Edwards
Victoria Edwards, Clerk

Kings Crossing Stormwater Improvements
RESOLUTION NO. 83371

RESOLUTION BY THE BOARD OF PUBLIC WORKS of the City of Fort Wayne, Indiana that:

The CONTRACTOR shall furnish all labor, materials, supplies and equipment required to perform the following:

Construction of approximately 160 linear feet of storm sewer and four structures.

Said improvements with all their appurtenances shall be constructed in accordance with the plans and specifications titled, **Kings Crossing Stormwater Improvements.**

Declares the cost of the said improvements shall be paid by the Fort Wayne Storm Utility.

Declares the project is necessary for the protection of public health and welfare of the in habitants of the area and the safeguarding of property within the area.

Declares that this project is of public utility benefit.

Declares Board of Public Works will acquire the property rights described in Attachment "A" (Property Acquisition Summary Sheet).

Declares the engineer's estimate of the project's total cost is $36,615.00.

APPROVED THIS 4th DAY OF June, 2014.

Board of Stormwater Management

BY: _____
Robert P. Kennedy, Chair

BY: _____
Mike Avila, Member

BY: _____
Matthew A. Wirtz, Member

ATTEST: _____
Victoria Edwards, Clerk

PARCEL NO.	OWNER	PROPERTY ADDRESS	SHEET NUMBER	SOURCE OF TITLE DEED RECORD NUMBER	SEWER AND DRAINAGE EASEMENT	TEMPORARY CONSTRUCTION EASEMENT	REMARKS	EASEMENT DOCUMENT NUMBER
1	Mary Okeson	11214 Lantern Ln	3	Document Number 730027411	Y			2013060223
2	The Margaret Flanagan Family Trust	11313 Kings Crossing	3	Document Number 2008024983	Y			2013047007
3	Geoffrey and Sara Velpel	11319 Kings Crossing	3	Document Number 2011030459	Y		Right of Entry also received	2013047006
4								
5								
6								
7								
8								
9								
10								
11								
12								
13								
14								
15								
16								
17								
18								
19								
20								

RESOLUTION 101-6-4-14-2
ESTABLISHING CERTAIN RATES AND CHARGES
AND THE AMENDMENT OF CHAPTER 51 OF
THE CITY OF FORT WAYNE CODE OF ORDANCES

WHEREAS, pursuant to Indiana Code 36-9-23-26, the Common Council of the City of Fort Wayne, Indiana has enacted a User Charge System and a Sewer Use Ordinance as contained in Chapter 51 of the Fort Wayne Code of Ordinances; and

WHEREAS, Board of Public Works is charged with the responsibility for the operation of Fort Wayne City Utilities including long-term planning, engineering, financing and construction of sanitary sewer infrastructure served by the Fort Wayne Water Pollution Control Utility; and

WHEREAS, the Fort Wayne Water Pollution Control Utility has incorporated plans for the treatment plant, sewer capacity and water quality capital projects into the Sewer Capital Improvement Program; and

WHEREAS, the Fort Wayne Common Council through Bill G-13-05-32 has implemented an assessment for the cost of reading private water exemption meters including but not limited to deduct, adduct and private well meters; and

WHEREAS, an Area Connection Fee to be charged to new customers at the time they connect, directly to the Fort Wayne sewer system or indirectly via a sewer system operated by another entity that sends sewage to the Fort Wayne Water Pollution Control Utility necessary to meet the requirements of IC 36-9-23-25 and to help offset the costs of improvements and extensions to the Fort Wayne system; and

WHEREAS, the Fort Wayne Water Pollution Control collects and treats wastewater from establishments where food or drink products are prepared, served or provided for human consumption and wastewater from such establishments is more costly to monitor and treat than wastewater from other users; and

WHEREAS, the Fort Wayne Water Pollution Control Utility provides inspection of taps made to the sewer system to protect the integrity of the system with such inspections having a fixed cost; and

WHEREAS, the Fort Wayne Water Pollution Control Utility provides and installs water meters on private wells when requested by customers for the purpose of determining sewer billing; and

WHEREAS, the Fort Wayne Water Pollution Control Utility staff recommend the following be added to chapter 51 of the City of Fort Wayne Code 51.001 DEFINITIONS:

FOOD SERVICE ESTABLISHMENT. Any establishment, including, but not limited to, a restaurant, coffee shop, cafeteria, short-order café, luncheonette, bar, tavern, sandwich stand, soda fountain, commissary, drive-in restaurant, drink establishment, snack bar, food counter, dining room, food catering facility, industrial cafeteria, convenience store, grocery store, private, public or non-profit organization or institution routinely serving food, and any other establishment, where food or drink produces are prepared, served or provided for human consumption with or without charge. The term does not include private homes where food is prepared or served for individual family consumption, vending only facilities that provide only pre-packaged foods, or any temporary establishment, whether fixed or mobile, operating at one site for locations for a period of time not in excess of fourteen (14) days.

TAP INSPECTION. Onsite inspection performed or authorized by City Utilities of a newly installed, replaced, repaired or altered Building (or House) Sewer Lateral and it's connection to the City's public sanitary sewer system. A Tap Inspection Fee shall be charged to the Property Owner for the cost of the inspection.

METER ON WELL INSTALLATION. A City Utilities-owned water meter installed on a privately owned residential water well to obtain a measure of water use for the purpose of calculating a monthly sewer usage charge for the property.

WHEREAS, in order to encourage growth, investment and development and to allow City Utilities to contribute to the payment of costs associated with the installation, adjustment, inspection, monitoring and other improvement to the water pollution control utility, that Area Connection Fees and other rates and charges for services provided by the Water Pollution Control Utility be established.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The Board of Public Works of the City of Fort Wayne, Indiana deems it in the best interest of the Fort Wayne Water Pollution Control Utility, in order to ensure charges and fees stay balanced, continue to support economic development, insulate rate payers from new developments, and are adequate to repay sunk costs to adjust the City of Fort Wayne Code Section 51.0076.5 Area Connection Fee and City of Fort Wayne Code Section 51.077.5 Other Rates and Charges as follows:

§ 51.067 DEDUCT METER READING ASSESSMENT
$20.00 per trip read meter(s)
$8.00 per meter per trip

§ 51.076.5 AREA CONNECTION FEE.
(B) Area Connection Fee Charges, for areas as designated on Exhibit A.

Southeast	$350 per ERU
Southtown Centre	$2,450 per ERU
Tiernan	$1,200 per ERU
Notestine	$1,800 per ERU
Rothman	$2,700 per ERU
North Maumee	$2,100 per ERU
Central	$600 per ERU
Neuhaus	$1,400 per ERU
Southwest	$750 per ERU
Upper Ely	$2,000 per ERU
Upper Spy Run	$1,800 per ERU
Zanesville	$2,500 per ERU
Deer Track Area	$2,950 per ERU

§ 51.077.5 OTHER RATES AND CHARGES.

(A) Food Service Establishment Surcharge	$1.0129 per ccf per month
(B) Tap Inspection Fee	$75.00 per inspection

(C) Meter on Well Installation $254.00 per installation

2. The Board of Public Works recommends to the Common Council of the City of Fort Wayne that the adjustments be approved and become effective upon approval and any and all necessary approval by the Mayor and due legal publication.

3. The Board of Public Works recommends to the Common Council of the City of Fort Wayne to amend Chapter 51 of the City of Fort Wayne Code of Ordnances section 51.001 Definitions with the following additions:

"**FOOD SERVICE ESTABLISHMENT**. Any establishment, including, but not limited to, a restaurant, coffee shop, cafeteria, short-order café, luncheonette, bar, tavern, sandwich stand, soda fountain, commissary, drive-in restaurant, drink establishment, snack bar, food counter, dining room, food catering facility, industrial cafeteria, convenience store, grocery store, private, public or non-profit organization or institution routinely serving food, and any other establishment, where food or drink produces are prepared, served or provided for human consumption with or without charge. The term does not include private homes where food is prepared or served for individual family consumption, vending only facilities that provide only pre-packaged foods, or any temporary establishment, whether fixed or mobile, operating at one site for locations for a period of time not in excess of fourteen (14) days

TAP INSPECTION. Onsite inspection performed or authorized by City Utilities of a newly installed, replaced, repaired or altered Building (or House) Sewer Lateral and it's connection to the City's public sanitary sewer system. A Tap Inspection Fee shall be charged to the Property Owner for the cost of the inspection.

METER ON WELL INSTALLATION. A City Utilities-owned water meter installed on a privately owned residential water well to obtain a measure of water use for the purpose of calculating a monthly sewer usage charge for the property."

APPROVED this 4th day of June, 2014.

BOARD OF PUBLIC WORKS

By: _____
Robert Kennedy, Chair

Attest: Victoria Edwards
Victoria Edwards, Clerk

By: _____
Kumar Menon, Member

By: Mike Avila
Mike Avila, Member

A RESOLUTION OF THE FORT WAYNE, INDIANA, BOARD OF PUBLIC WORKS APPROVING THE PURCHASE OF 707 N. COLISEUM BOULEVARD, FORT WAYNE, INDIANA, 46805

RESOLUTION NUMBER 101-6-11-14-1

WHEREAS, the City of Fort Wayne (the "City") has an ongoing program of purchasing properties critical to its Capital Improvement Program; and

WHEREAS, the City has need for the property located at 707 N. Coliseum Boulevard, Fort Wayne, Indiana 46805 for future expansion of the water pollution control facilities located on the north side of the Maumee River, another access route to these facilities, construction staging/access for upcoming work on Pond No. 3, improved access to City Utilities piping/infrastructure along this section of the River Greenway, possible trade with a property owner on the south side of the river for the upcoming 3PORT project, and possible trade with Lakeside Cemetery; and

WHEREAS, the City wishes to purchase from John A. Grodrian the property commonly known as 707 N. Coliseum Boulevard, Fort Wayne, Indiana 46805, and more particularly described by the legal description which is attached hereto as Exhibit "A" and made a part of this Resolution by this reference (the "Real Estate"); and

WHEREAS, John A. Grodrian wishes to sell the Real Estate to the City; and

WHEREAS, the agreed purchase price is Seventy Nine Thousand Nine Hundred and No/100 Dollars ($79,900.00), which is $1,600 less than the average of two appraisals as mandated by Indiana statute.

NOW THEREFORE, BE IT RESOLVED BY THE CITY OF FORT WAYNE, INDIANA BOARD OF PUBLIC WORKS AS FOLLOWS:

SECTION 1. The purchase of the Real Estate by the City of Fort Wayne, Indiana, for the price of Seventy Nine Thousand Nine Hundred and No/100 Dollars ($79,900.00) is hereby approved.

APPROVED THIS 11st DAY OF June, 2014.

BOARD OF PUBLIC WORKS

BY: _____
Robert P. Kennedy, Chairman

BY: _____
Kumar Menon, Member

BY: Mike Avila
Mike Avila, Member

ATTEST: Victoria Edwards
Victoria Edwards, Clerk

EXHIBIT "A"
Legal Description

Commencing at the Northwest corner of Lot Number 20 in W.A. Ewing's Subdivision at a ½-inch steel rebar; thence South 01 degrees 20 minutes 01 seconds East, a distance of 312.07 feet along the West line of said Lot Number 20 to a ½-inch steel rebar on the south line of the 4.967 acre tract described in Document Number 86-37930, recorded in the Office of the Recorder of Allen County, at the Point of Beginning of the herein described tract; thence North 89 degrees 41 minutes 05 seconds East, a distance of 500.88 feet along said South line to a ½-inch steel rebar on a East line of said 4.967 acre tract; thence North 89 degrees 38 minutes 49 seconds East, a distance of 250.07 feet to the Westerly right-of-way line of Coliseum Boulevard (State Road 930); thence South 00 degrees 14 minutes 04 seconds East, a distance of 773.67 feet along said right-of-way line to a 5/8-inch steel rebar on the Northerly line of the 6.0 acre tract described in Document Number 91-2987, recorded in the Office of the Recorder of Allen County; thence North 69 degrees 33 minutes 51 seconds West, a distance of 121.81 feet along said Northerly line to a 5/8-inch steel rebar; thence South 64 degrees 38 minutes 40 seconds West, a distance of 135.91 feet along said Northerly line to a 5/8-inch steel rebar; thence North 73 degrees 19 minutes 40 seconds West, a distance of 243.15 feet along said Northerly line to a 5/8-inch steel rebar; thence South 71 degrees 29 minutes 00 seconds West, a distance of 293.18 feet along said Northerly line to a 5/8-inch steel rebar on the West line of said Lot Number 20; thence North 00 degrees 26 minutes 26 seconds West, a distance of 808.42 feet along said West line to the Point of Beginning, containing 13.031 acres, more or less.

Listing Broker (Co.) HANSEN AND LANGAS REALTORS AND APP. (_____) By J. B. LANGAS (_____)
office code — Individual code

Selling Broker (Co.) _____ (_____) By _____ (_____)
office code — Individual code

Provided as a service trade by the INDIANA ASSOCIATION OF REALTORS®, INC.

PURCHASE AGREEMENT
COMMERCIAL-INDUSTRIAL REAL ESTATE

DATE: May 5, 2014

A. PARTIES: JOHN GRODRIAN _____ ("Seller") agrees to sell and convey to The City of Fort Wayne _____ ("Buyer") and Buyer agrees to buy from Seller the following property for the consideration and subject to the following:

B. PROPERTY: The property is commonly known as 707 N COLISEUM BLVD 707 N COLISEUM BLVD, FORT WAYNE, IN 46805 in ADAMS Township, ALLEN County, FORT WAYNE, Indiana, 46805, including all buildings and permanent improvements and fixtures attached owned by Seller; all privileges, easements and appurtenances pertaining thereto including any right, title and interest of Seller in and to adjacent streets, alleys, rights-of-way, leases, rents, security deposits, licenses and permits with respect to the property, trade name, and warranties or guaranties relating to the property being sold, and any personal property specified herein; all of the above referred to as the "Property," the legal description of which is ☐ (attached as Exhibit "A") ☒ (described as follows): SUB 20LT 2 MID PT EX S 100 OF N 213.5 OF W250 OF E 280FT & SUB 17 W A EWINGS SUB LT 2 E 188.44 OF W 780.24 OF S 40 EX TR _____; subject to exact determination by survey pursuant to Paragraph J.
The following items of personal property are INCLUDED in the sale: _____.
All other personal property and the following additional items are EXCLUDED from the sale: _____.

C. PRICE: The purchase price shall be Seventy-Nine Thousand, Nine Hundred Dollars ($ 79,900.00), payable ☒ (in cash at closing) ☐ (in accordance with the terms and conditions in this Agreement).

D. EARNEST MONEY: Buyer submits $ 1,000.00 as Earnest Money to be held by Hansen and Langas REALTORS and Appraisers as Escrow Agent, upon execution of this Agreement by both parties. The Earnest Money shall be applied to the purchase price at closing unless returned to Buyer, released to Seller, or otherwise disbursed in accordance with this Agreement. The Escrow Agent is not a party to this Agreement and does not assume or have any liability for performance or non-performance of any party. Before the Escrow Agent has any obligation to disburse the Earnest Money in the event of dispute, Escrow Agent has the right to require from all parties a written release of liability of the Escrow Agent, termination of the Agreement and authorization or court order to disburse the Earnest Money.

E. ADDITIONAL PROVISIONS: BUYER WILL HAVE TWO MARKET VALUE APPRAISALS COMPLETED ON THE PROPERTY. THE AVERAGE ESTIMATED VALUE OF THE TWO APPRAISALS MUST BE THE SALES PRICE OR HIGHER, AND PURCHASE BY THE CITY OF FORT WAYNE IS SUBJECT TO APPROVAL BY BOTH THE BOARD OF PUBLIC WORKS AND THE COMMON COUNCIL.

Included in this Agreement are the following addenda: (Place an "X" on the appropriate line or lines)

_____ Financing Addendum
_____ Leased Property Addendum
_____ Zoning/Governmental Approval Addendum
_____ Alternative Dispute Resolution Addendum
_____ Addendum to Purchase Agreement
_____ Feasibility Study Addendum
_____ Exchange Addendum
_____ Representations & Warranties of Seller Addendum
_____ Lead-Based Paint Disclosure Addendum

F. CLOSING: The closing of the sale shall take place at ☒ (the Title Company) ☐ (MERIDIAN TITLE _____) on or before August 5, 2014, or within _____ days after the end of the Due Diligence Period, whichever is later, (the "Closing Date") or this Agreement shall terminate unless the Closing Date is changed in writing by Seller and Buyer, or otherwise extended pursuant to this Agreement.

G. POSSESSION: The possession of the Property shall be delivered to Buyer, subject to the rights of tenants in possession, if any, in its present condition, ordinary wear and tear excepted, on the Closing Date. Seller shall maintain the Property, including fixtures, equipment and any included personal property in its present condition until possession is delivered to Buyer.

_____ (office use only)

Hansen Langas, REALTORS 1305-1 East State Blvd. Fort Wayne, IN 46805
Phone: 260.484.9399 25 Fax: 260.496.8182 J.B. Langas

ON TARGET

H. **REAL ESTATE TAXES: (Check paragraph 1, 2, or 3 below)**

[X] 1. **Current Year (Lien Basis In Arrears) Indiana Customary Proration:** The taxes assessed for the current year, due and payable in the year following closing, shall be prorated between Seller and Buyer on a calendar year basis as of the day immediately prior to the Closing Date. All taxes assessed for any prior calendar year and remaining unpaid shall also be paid by Seller.

[ ] 2. **Prior Year (Cash Basis) Proration When Taxes Are Paid:** The taxes assessed for the year prior to closing, due and payable during the year of closing, shall be prorated between Seller and Buyer on a calendar year basis as of the day immediately prior to the Closing Date. Buyer shall be responsible for all taxes assessed for the current year due and payable in the year following closing.

[ ] 3. **Installment Basis:** Buyer will assume and pay all taxes on the Property beginning with the tax installment due and payable on _____, _____, and all taxes due thereafter. Seller shall pay all taxes for the Property due and payable before such tax installment not assumed by Buyer.

For Purposes of 1, 2, and 3 above:

(A) If the tax rate or assessment for taxes assessed or payable in the year of closing has not been determined as of the Closing Date, the assessment or rate shall be assumed to be the same as the most recent assessment or rate.

(B) Taxes which are Seller's responsibility and not yet due as of the Closing Date shall be credited against the purchase price or cash portion thereof payable by Buyer at closing, and Seller shall have no further liability for such taxes.

(C) All taxes due and payable on or prior to the Closing Date shall be paid at or before closing and charged at closing to the responsible party.

(D) Buyer shall have the right to assume control and responsibility of all real estate tax appeals, and any rebates, refunds or credits shall be prorated between Seller and Buyer as of the Closing Date.

(NOTE: The succeeding year's tax bill for recently constructed buildings or following reassessment periods may greatly exceed the last tax bill available to the closing agent.)

I. **INSURANCE AND RISK OF LOSS:** Seller shall maintain replacement cost (if available) or actual cash value "all risk" insurance on the Property through the Closing Date. Seller's insurance shall be canceled as of the Closing Date and Buyer shall provide its own insurance thereafter. Risk of loss by damage or destruction to the Property prior to the closing shall be borne by Seller. In the event any damage or destruction is not fully repaired prior to closing, Buyer, at its option, may either terminate this Agreement or elect to close the transaction, in which event Seller's right to all insurance proceeds not yet applied to repair of the damage or destruction shall be assigned in writing by Seller to Buyer at closing. Seller shall reimburse Buyer at closing for any insurance deductible.

J. **CONDITIONS TO CLOSING:** Buyer's obligations under this Agreement are conditioned upon satisfaction of each of the following items which are for the Buyer's benefit and may be waived by Buyer at Buyer's sole discretion within 60 days from the last date between Seller and Buyer of this Agreement or any counter-offers (the "Due Diligence Period").

1. **Title Commitment:** A commitment for title insurance (the "Commitment") issued by a reputable title insurance company selected or approved by Buyer (the "Title Company") showing marketable title in Seller's name shall be ordered by [X] (Seller) [ ] (Buyer) promptly upon acceptance of this Agreement and shall be delivered to Buyer within _____ days after IMMEDIATELY UPON ACCEPTANCE. At Buyer's request, legible copies of all recorded instruments affecting the Property or recited as exceptions in the Commitment shall also be delivered.

2. **Survey:** A survey shall be ordered promptly upon acceptance of this Agreement and shall be furnished at [ ] (Seller's) [ ] (Buyer's) expense within _____ days after _____. It shall be prepared by a licensed Indiana surveyor selected or approved by Buyer, shall comply with requirements for ALTA Surveys, including optional requirements from Table A, shall reflect whether the Property is located in a designated flood zone area and shall be certified to Buyer, the Title Company and Buyer's lender.

3. **Title and Survey Approval:** If Buyer has an objection to items disclosed in the Commitment or the survey, Buyer shall make written objections to Seller within _____ days after receipt of both the Commitment and survey. Upon the expiration of such period, any item not objected to by Buyer or subsequently approved by Buyer in writing shall be deemed a permitted exception ("Permitted Exception"). If Buyer makes objections, Seller shall have thirty (30) days from the date the objections are made to cure the same, and the Closing Date shall be extended, if necessary. Seller agrees to utilize its best efforts and reasonable diligence to cure any objections, but only to the extent necessary to convey marketable title. If the objections are not satisfied within the time period, Buyer may either terminate this Agreement and receive a refund of the Earnest Money or waive the unsatisfied objections and close the transaction.

4. **Inspections: (Check paragraph (A) and/or (B) or paragraph (C) below)** Unless Buyer waives inspections under paragraph (C), Buyer shall have determined that the Property has no unacceptable, adverse environmental or physical condition as provided below.

[X] (A) **Environmental Assessment:** A Phase I environmental site assessment ("Phase I") on the Property shall be ordered by [ ] (Seller) [X] (Buyer) promptly upon acceptance of this Agreement at [ ] (Seller's) [X] (Buyer's) expense from a reputable, qualified engineer, acceptable to Buyer. The Phase I shall be conducted in accordance with current ASTM standards unless otherwise agreed and may also include at Buyer's option the following matters:

(1) an investigation for the presence of asbestos, radon, lead or polychlorinated biphenyls (PCBs) on the Property; and/or

(2) an investigation to determine if the Property is located in any regulated or protected area under the jurisdiction of the U.S. Army Corps of Engineers, the U.S. Environmental Protection Agency, the Indiana Department of Environmental Management, the Indiana Department of Natural Resources, the U.S. Fish and Wildlife Service or any other federal, state or local agency.

If Buyer does not make a written objection to any problem(s) revealed in the report within 14 days of receipt of report., the Property shall be deemed to be acceptable. If Buyer determines that the

_____ (office use only)

environmental condition is unsatisfactory, Seller shall have a reasonable period of time, not to exceed _____ days, to remediate the condition to Buyer's satisfaction and the Closing Date shall be extended, if necessary. If Seller fails or refuses to remediate, Buyer may either terminate this Agreement and receive a refund of the Earnest Money or waive its objection and close the transaction.

☐ (B) **Physical Inspections:** Promptly upon acceptance of this Agreement, all physical inspections shall be ordered at ☐ (Seller's) ☐ (Buyer's) expense. Inspections shall be made by qualified inspectors or contractors, selected or approved by Buyer, with written reports delivered to Seller and Buyer. Inspections may include but are not limited to the following: heating, cooling, electrical, plumbing, roof, walls, ceilings, floors, foundation, basement, crawl space, mold, water, storm and waste sewer, well/septic, geotechnical, other: _____ . If Buyer, in its reasonable discretion, believes that an inspection report reveals a major defect in or with the Property, Buyer shall report such defect in writing to Seller within _____ days of _____. If Buyer does not make a written objection to any problem(s) revealed in the report(s) within such time period, the Property shall be deemed acceptable to Buyer. Seller shall have a reasonable period of time, not to exceed _____ days, to repair any such major defect to Buyer's reasonable satisfaction and the Closing Date shall be extended, if necessary. If Seller fails or refuses to repair, Buyer may either terminate this Agreement and receive a refund of the Earnest Money or waive its objection and close the transaction.

☒ (C) **Waiver of Inspections:** BUYER HAS BEEN MADE AWARE THAT INDEPENDENT INSPECTIONS DISCLOSING THE CONDITION OF THE PROPERTY ARE AVAILABLE, AND BUYER HAS BEEN AFFORDED THE OPPORTUNITY TO REQUIRE SUCH INSPECTIONS AS A CONDITION OF THIS AGREEMENT. HOWEVER, BUYER WAIVES THE RIGHT TO OBTAIN INSPECTIONS AND RELIES UPON THE CONDITION OF THE PROPERTY BASED UPON BUYER'S OWN EXAMINATION AND RELEASES SELLER AND LISTING AND SELLING BROKER(S) FROM ANY AND ALL LIABILITY RELATING TO ANY PROBLEM, DEFECT OR DEFICIENCY AFFECTING THE PROPERTY, WHICH RELEASE SHALL SURVIVE THE CLOSING.

Buyer and its agents shall have the right to enter upon the Property upon reasonable advance notice and make all inspections provided for herein. Buyer shall restore any damage to the Property resulting from the entry of Buyer or its agents and shall indemnify, defend and hold harmless Seller as to any injury to persons or damage to their property resulting from the negligence of Buyer or its agents in conducting their activities on the Property.

K. **PRORATIONS AND SPECIAL ASSESSMENTS:** Interest on any debt assumed or taken subject to, any rents, all other income and ordinary operating expenses of the Property, including but not limited to, public utility charges, shall be prorated as of the day prior to the Closing Date. Any special assessments applicable to the Property for municipal improvements made to benefit the Property prior to the date of acceptance of this Agreement shall be paid by Seller at or before closing. At closing, Buyer will assume and agree to pay all special assessments for municipal improvements which are completed after acceptance of this Agreement.

L. **SALES EXPENSES:** All sales expenses are to be paid in cash prior to or at the closing.

1. **Seller's Expenses:** Seller shall pay all costs of releasing existing loans and recording the releases, one-half (1/2) of any closing fee, preparation of Deed and Vendor's Affidavit, Indiana Gross Income Tax, and other expenses stipulated to be paid by Seller under other provisions of this Agreement.
2. **Buyer's Expenses:** Buyer shall pay all expenses incident to any new or assumed loan, one-half (1/2) of any closing fee, and expenses stipulated to be paid by Buyer under other provisions of this Agreement.

M. **DEFAULT:** If Buyer breaches this Agreement, Seller may seek any remedy provided by law or equity, or terminate this Agreement and receive the Earnest Money as liquidated damages. If Seller breaches this Agreement, Buyer may terminate this Agreement and receive a refund of the Earnest Money, or Buyer may seek specific performance or any other remedy provided by law or equity. In the event of Seller default, Seller shall immediately be obligated to pay all brokerage commissions that would have been paid had this transaction closed. In the event of Buyer default, commissions may also be due and payable pursuant to the terms of the applicable brokerage agreements.

N. **DUTIES OF BUYER AND SELLER AT CLOSING:**

1. At the closing, Seller shall deliver to Buyer, at Seller's sole cost and expense, the following:

(A) A duly executed and acknowledged WARRANTY Deed conveying marketable title in fee simple to all of the Property, free and clear of any and all liens, encumbrances, conditions, easements, assessments, reservations and restrictions, except Permitted Exception(s);

(B) An Owner's Policy of Title Insurance (the "Title Policy") issued by the Title Company in the amount of the purchase price, dated as of closing, insuring Buyer's fee simple title to the Property to be marketable subject only to the Permitted Exception(s), and deleting the standard printed exceptions contained in the usual form of the Title Policy;

(C) An executed Vendor's Affidavit in form acceptable to the Title Company;

(D) A Bill of Sale, duly executed by Seller, containing warranties of title, conveying title, free and clear of all liens, to any personal property specified in Paragraph B;

(E) An assignment, duly executed by Seller, of leases, prepaid rents, security deposits, and trade name, and to the extent assignable, licenses and permits, warranties or guarantees, and to the extent agreed to be assumed by Buyer, all service, maintenance, management or other contracts relating to the ownership or operation of the Property. Such assignment shall include an indemnity from Seller in favor of Buyer with respect to all claims and obligations arising under such leases and contracts prior to the Closing Date. If Buyer does not agree to assume any such contract, then Seller shall deliver evidence of termination of such contract at closing and shall indemnify Buyer as to all claims and obligations thereunder;

_____ (office use only)

(F) A current rent roll duly certified by Seller and any security or tenant deposits, if applicable;
(G) Evidence of its capacity and authority for the closing of this transaction;
(H) Certification establishing that no federal income tax is required to be withheld under the Foreign Investment and Real Property Tax Act, or consent to withhold tax from the proceeds of sale as required, unless it is established that the transaction is exempt;
(I) All other executed documents necessary to close this transaction.

2. At the closing, Buyer shall perform, at Buyer's sole cost and expense, the following:
(A) Pay the cash portion of the purchase price in the form of a cashier's check or other immediately available funds;
(B) Execute any note(s) and mortgage(s) and cause the funds to be made available to the closing agent for disbursement;
(C) Provide evidence of its capacity and authority for the closing of this transaction;
(D) Provide to Buyer's lender any title policy as required by the holder(s) of the mortgage(s);
(E) An assumption agreement by Buyer (which may be included in Seller's assignment pursuant to Paragraph N.1(E) above) with respect to leases assigned to Buyer and contracts, if any, which Buyer has agreed to assume. Such assumption agreement shall include an indemnity from Buyer in favor of Seller as to claims and obligations arising under such leases and contracts assumed by Buyer from and after the Closing Date;
(F) Execute all other documents necessary to close this transaction.

O. CONDEMNATION: Seller shall promptly notify Buyer in writing of the commencement of any condemnation proceedings against any portion of the Property. If such condemnation proceedings are commenced, Buyer, at its option, may (1) terminate this Agreement by written notice to Seller within seven (7) days after Buyer is advised of the commencement of condemnation proceedings, or (2) appear and defend in any condemnation proceedings, and any award shall, at Buyer's election, (a) become the property of Seller and reduce the purchase price by the same amount or (b) shall become the property of Buyer and the purchase price shall not be reduced.

P. RESPONSIBLE PROPERTY TRANSFER LAW:

1. Seller is not required to provide Buyer with a Disclosure Statement pursuant to I.C. Section 13-25-3-1 et seq., Indiana's Responsible Property Transfer Law ("IRPTL"), because, to the best of Seller's knowledge, the Property is exempt from the provisions of the law or (a) the Property does not contain any hazardous chemical or material which must be disclosed under the Federal Emergency Planning and Community Right-to-Know Act of 1986; (b) the Property does not contain any underground storage tanks which are or have been utilized to hold petroleum or other regulated substances; and (c) the Property is not listed on the Comprehensive Environmental Response, Compensation and Liability Information System.
2. If Seller learns that the Property comes within the terms of IRPTL after execution of this Agreement, then Seller shall provide to Buyer the required disclosure document and comply with all other parts of this law.

Q. MISCELLANEOUS:

1. Any notice required or permitted to be delivered shall be deemed received when personally delivered or when confirmed as received by facsimile (with a copy sent by United States mail), express courier or United States mail (postage prepaid, certified and return receipt requested) addressed to Seller or Buyer or their designee at the address set forth below the signature of each party.
2. This Agreement shall be construed in accordance with the laws of the State of Indiana.
3. Time is of the essence. Time periods specified in this Agreement and any addenda are calendar days and shall expire at midnight of the date stated unless the parties agree otherwise in writing.
4. This Agreement is binding upon and for the benefit of the parties' respective heirs, administrators, executors, legal representatives, successors, and assigns. No assignment of this Agreement shall release a party from liability for its obligations hereunder.
5. If any provision contained in this Agreement is held invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability shall not affect any other provision.
6. This Agreement constitutes the entire agreement of the parties and cannot be changed except by their written consent.
7. By signing below, the parties to this transaction acknowledge receipt of a copy of this Agreement and give their permission to a Multiple Listing Service or other advertising media, if any, to publish information regarding this transaction.
8. Broker(s) may refer Buyer or Seller to other professionals, service providers or product vendors, including lenders, loan brokers, title insurers, escrow companies, inspectors, surveyors, engineers, consultants, environmental inspectors and contractors. Broker(s) has no responsibility for the performance of any service provider and/or inspector. Buyer and Seller are free to select providers/inspectors other than those referred or recommended to them by Broker(s).
9. Buyer discloses to Seller that Buyer is licensed and holds License # _____. Seller discloses to Buyer that Seller is licensed and holds License # _____.
10. Where the word "Broker" appears, it shall mean "Licensee" as provided in I.C. 25-34.1-10-6.8.
11. Any party who is the prevailing party against any other party in any legal or equitable proceeding relating to this Agreement shall be entitled to recover court costs and reasonable attorney fees from the non-prevailing party.
12. The parties agree that this Agreement may be transmitted between them electronically or digitally. The parties intend that electronically or digitally transmitted signatures constitute original signatures and are binding on the parties. The original document shall be promptly executed and/or delivered. This Agreement may be executed simultaneously or in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
13. Each person executing this Agreement on behalf of a party represents and warrants that he or she has been authorized by all necessary action to execute and deliver this Agreement on behalf of such party.

_____ (office use only)

R. **CONSULT YOUR ADVISORS:** Buyer and Seller acknowledge they have been advised that, prior to signing this document, they should seek the advice of an attorney for the legal or tax consequences of this document and the transaction to which it relates. In any real estate transaction, it is recommended that you consult with a professional, such as a civil engineer, environmental engineer, or other person, with experience in evaluating the condition of the property, including the possible presence of asbestos, hazardous and/or toxic materials and underground storage tanks.

S. **CONFIRMATION OF AGENCY RELATIONSHIPS:** Buyer and Seller acknowledge that each has received agency office policy disclosures, had agency explained and now confirm their agency relationships. Buyer and Seller further acknowledge that they understand and accept agency relationships involved in this transaction.

T. **TERMINATION OF OFFER:** Unless accepted by Seller and delivered to Buyer by 3 ☐ (A.M.) ☒ (P.M.) ☐ (Noon), the 6th day of May, 2014, this Purchase Agreement shall be null and void and all parties shall be released of any and all liability or obligations.

D. M. Moi 5/5/14	
BUYER'S SIGNATURE DATE	BUYER'S SIGNATURE DATE
DeWayne J. Nodine for THE CITY OF FORT WAYNE	
PRINTED	PRINTED
260-427-1330	
(AREA CODE) TELEPHONE NUMBER/FAX NUMBER	(AREA CODE) TELEPHONE NUMBER/FAX NUMBER
City Utilities Engineering, 200 E. Berry St., Suite 250, Fort Wayne, IN 46802	
BUYER'S ADDRESS FOR NOTICE PURPOSES	

ACCEPTANCE OF PURCHASE AGREEMENT

Seller accepts the offer made by Buyer as set forth above, without change or condition at 11 ☒ (A.M.) ☐ (P.M.) ☐ (Noon) on the _____ day of 5/6, 2014.

John A Grodrian 5/6/14	
SELLER'S SIGNATURE DATE	SELLER'S SIGNATURE DATE
JOHN GRODRIAN	
PRINTED	PRINTED
260-749-5957	
(AREA CODE) TELEPHONE NUMBER/FAX NUMBER	(AREA CODE) TELEPHONE NUMBER/FAX NUMBER
6617 TRICKINGHAM CT. FT WAYNE IN 46815	
SELLER'S ADDRESS FOR NOTICE PURPOSES	

_____ (office use only)

101-6-11-14-2

RESOLUTION REQUESTING AND APPROVING THE
ABROGATION AND RELEASE OF RESTRICTIONS FOR
CERTAIN REAL ESTATE OWNED BY THE CITY OF FORT WAYNE

WHEREAS, by Quitclaim Deed from the United States of America, acting through the Secretary of Education, by the Director, Real Property, Office of Management of the U.S. Department of Education (the "United States"), dated July 2, 1996 and recorded on July 24, 1997, as Document # 970040033 in the records of the Allen County, Indiana Recorder's Office (the "Deed"), the United States transferred unto the City of Fort Wayne (the "City") a certain tract of land, containing 4.03 acres of improved land designated as the former Naval Reserve Center and commonly known as 1903 St. Mary's Avenue, Fort Wayne, Indiana (the "Property"); and

WHEREAS, the Deed provides that the title to the Property is transferred to the City subject to certain covenants, conditions subsequent and restrictions (the "Conditions"), grants the City the right to secure abrogation of Conditions Nos. 1, 2, 3, and 4 (the "Abrogation Right"), and sets forth the procedures by which the City may obtain such abrogation, including but not limited to the payment by the City of an abrogation sum as set forth in paragraph 15 of the Deed; and

WHEREAS, the City and the United States have agreed that $0.00 is the duly calculated payment required to exercise the Abrogation Right;

NOW, THEREFORE, the Board of Public Works of the City of Fort Wayne, Indiana, hereby requests, approves and agrees to the Abrogation and Release of Restrictions submitted by the United States.

Signed this 11th day of June, 2014.

CITY OF FORT WAYNE
BOARD OF PUBLIC WORKS

Robert P. Kennedy, Chairman

Kumar Menon, Member

Mike Avila, Member

ATTEST: Victoria Edwards
Victoria Edwards, Clerk

1 E. MAIN ST
46802

#970040033 Page 1
Doc. No. 970040033
Receipt No. 14908
DCFD 3.00
DEED 36.00
SCSF 1.00
Total 40.00

QUITCLAIM DEED

PREAMBLE

This DEED is made this 2nd day of July, 1996, between the UNITED STATES OF AMERICA, acting through the Secretary of Education, by David B. Hakola, Director, Real Property Group, Office of Management, ("GRANTOR") pursuant to §203(k) of the Federal Property and Administrative Services Act of 1949, as amended ("Act"), Public Law No. 81-152, 63 Stat. 377, 40 U.S.C. §471 et seq., Reorganization Plan No. 1 of 1953, the Department of Education Organization Act of 1979, Public Law No. 96-88, 93 Stat. 668, 20 U.S.C. §3401 et seq., and the City of Fort Wayne, Indiana, an Indiana corporation having its principal place of business at One Main Street, Fort Wayne, Indiana ("GRANTEE")

RECORDED
07/24/1997 15:38:06
RECORDER
VIRGINIA L. YOUNG
ALLEN COUNTY, IN

I. RECITALS

1. By letter dated February 16, 1996 from the Department of the Navy, certain Federal surplus real property located in the City of Fort Wayne, County of Allen, State of Indiana, known as the Naval Reserve Center and consisting of approximately 4.03 acres of land and improvements, more or less, ("Property"), was assigned to GRANTOR for disposal upon the recommendation of GRANTOR that the Property is needed for educational purposes in accordance with the provisions of the Act.

SALES DISCLOSURE FORM

JUL 24 1997

FILED

2. GRANTEE has made a firm offer to purchase the Property under the provisions of the Act, has applied for a public benefit allowance, and proposes to use the Property for certain educational purposes as detailed in its April 4, 1994 Application and Amendment dated December 8, 1995 to the GRANTOR (together "Application").

DULY ENTERED FOR TAXATION

JUL 24 1997

AUDITOR OF ALLEN COUNTY

97 — 6108
AUDITORS NUMBER

Property Management
1 E Main Rm330
46802

3. The Department of the Navy has notified GRANTOR that no objection will be interposed to the transfer of the Property to GRANTEE at 100 per cent public benefit allowance, and GRANTOR has accepted the offer of GRANTEE.

II. AGREEMENT

4. GRANTOR, in consideration of the foregoing, one dollar, the performance by the GRANTEE of the covenants, conditions, and restrictions hereinafter contained and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby remise, release and quitclaim to the GRANTEE, its successors and assigns, all right, title, interest, claim and demand, reserving such rights as may arise from the operation of the conditions subsequent, restrictions and covenants of this Deed, which the UNITED STATES OF AMERICA has in and to the Property, which is more particularly described:

> The South 1/2 of Subdivision numbered 4 of the East 1/2 of the Southeast 1/4 of Section No. 34, Township 31 North, Range 12 East in Allen County, Indiana as laid out by the Commissioners in the Partition suit of Ewing vs. Ewing et al in the Circuit Court of Allen County, Indiana in December 1863, according to the plat thereof, recorded in Deed Record 31, page 404, in the Office of the Recorder of said County.
>
> Grantor certifies that there is no gross income tax payable to the State of Indiana by reason of this conveyance.

5. GRANTEE by acceptance of this Quitclaim Deed agrees that the Property is transferred on an "as is, where is" basis without warranties of any kind either expressed or implied. GRANTEE further agrees that this conveyance is subject to any and all existing easements, rights of way, reservations, and servitudes, whether of record or not.

III. CONDITIONS SUBSEQUENT

6. GRANTEE shall HAVE AND HOLD the Property, subject, however, to each of the following conditions subsequent, which are for the sole benefit of the UNITED STATES OF AMERICA and which shall be binding upon and enforceable against GRANTEE, its successors and assigns as follows:

(1) For a period of thirty (30) years from the date of this Deed, the Property will be used solely and continuously for educational purposes in accordance with the proposed program and plan of GRANTEE set forth in its April 4, 1994 Application and December 8, 1995 Amendment and for no other purposes. GRANTOR reserves the right to enter and inspect the Property during said period.

(2) During the above period of thirty (30) years GRANTEE will not sell, resell, lease, rent, mortgage, encumber, or otherwise transfer any interest in any part of the Property except as GRANTOR may authorize in advance in writing.

(3) One year from the date of this Deed and annually thereafter for the period of thirty (30) years, unless GRANTOR directs otherwise, GRANTEE will file with GRANTOR a report on the operation and maintenance of the Property and will furnish, as requested by GRANTOR, such other pertinent information evidencing its continuous use of the Property as required by condition subsequent number 1.

(4) During the above period of thirty (30) years GRANTEE will at all times be and remain a tax supported institution or a nonprofit institution, organization, or association exempt from taxation under §501(c)(3) of the Internal Revenue Code of 1954, as amended.

(5) For the period during which the Property is used for the purpose for which Federal assistance is hereby extended by GRANTOR or for another purpose involving the provision of similar services or benefits, GRANTEE hereby agrees that it will comply with the requirements of (a) Title VI of the Civil Rights Act of 1964 (P.L. No. 88-352), 42 U.S.C. §2000d et seq.; (b) Title IX of the Education Amendments of 1972 (P.L. No. 92-318), 20 U.S.C. § 1681 et seq.; (c) §504 of the Rehabilitation Act of 1973 (P.L. No. 93-112), 29 U.S.C. §794 et seq.; and all requirements imposed by or pursuant to the Regulations (34 C.F.R. Parts 12, 100, 104 and 106) issued pursuant to the Act and now in effect, to the end that, in accordance with said Acts and Regulations, no person in the United States shall, on the ground of race, color, national origin, sex, or handicap, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under the program and plan referred to in condition subsequent number 1 above or under any other program or activity of the GRANTEE, its successors and assigns, to

which such Acts and Regulations apply by reason of this conveyance.

7. The failure of GRANTOR to insist in any one or more instances upon complete performance of the conditions subsequent, terms, or covenants of this Deed shall not be construed as a waiver of, or a relinquishment of GRANTOR's right to the future performance of any of those conditions subsequent, terms and covenants and the GRANTEE's obligations with respect to such future performance shall continue in full force and effect.

8. In the event of a breach of any of the conditions subsequent or in the event of a breach of any other terms and covenants of this Deed, whether caused by the legal or other inability of GRANTEE, its successors and assigns, to perform any of the terms and conditions of this Deed, at the option of the UNITED STATES OF AMERICA, all right, title and interest in and to the Property shall, upon the recording by the UNITED STATES OF AMERICA of a Notice of Entry, pass to and become the property of the UNITED STATES OF AMERICA, which shall have an immediate right to entry thereon, and the GRANTEE, its successors and assigns, shall forfeit all right, title, and interest in and to the Property and in and to any and all of the tenements, hereditaments, and appurtenances thereto.

9. In the event the GRANTOR fails to exercise its options to reenter the Property or to revert title thereto for any breach of conditions subsequent numbered 1, 2, 3, and 4 of Paragraph 6 of this Deed within thirty one (31) years from the date of this conveyance, conditions subsequent numbered 1, 2, 3, and 4 of said

Paragraph 6, together with all rights to reenter and revert title for breach of those conditions, will, as of that date, terminate and be extinguished.

10. The expiration of conditions subsequent 1, 2, 3, and 4 of Paragraph 6 of this Deed and the right to reenter and revert title for breach thereof, will not affect the obligation of GRANTEE, its successors and assigns, with respect to condition subsequent 5 of Paragraph 6 or the right reserved to GRANTOR to reenter and revert title for breach of condition subsequent 5.

IV. COVENANTS

11. GRANTEE, by the acceptance of this Deed, covenants and agrees for itself, its successors and assigns, that in the event GRANTOR exercises its option to revert all right, title, and interest in and to the Property to GRANTOR, or GRANTEE voluntarily returns title to the Property in lieu of a reverter, the GRANTEE shall provide protection to and maintenance of the Property at all times until such time as the title to the Property or possession of the Property, whichever occurs later in time, is actually reverted or returned to and accepted by GRANTOR. Such protection and maintenance shall, at a minimum, conform to the standards prescribed by the General Services Administration in FPMR 101-47.4913 (41 C.F.R. Part 101-47.4913) now in effect, a copy of which is referenced in the GRANTEE's Application.

12. GRANTEE, by the acceptance of this Deed, covenants that, at all times during the period that title to the Property is vested in GRANTEE, its transferees or assigns, subject to

conditions subsequent 1, 2, 3, and 4 of Paragraph 6 of this Deed, it will comply with all provisions of the following: the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §4321 et seq., including the preparation of environmental impact statements, as required (See 42 U.S.C. §4332); the National Historic Preservation Act of 1966, as amended (P.L. No. 89-665); Executive Order No. 11988, 44 Fed. Reg. 43239 (1979) reprinted in 42 U.S.C.A. §4321 app. at 188-189 (1987), governing floodplain management; Executive Order No. 11990, 42 Fed. Reg. 26961 (1977), reprinted in 42 U.S.C.A. §4321 app. at 197-198 (1987), governing protection of wetlands; Federal Property Management Regulations, 41 C.F.R. 101-47.304-13; 41 C.F.R. 101-47.200 et seq., 53 Fed. Reg. 29892 (1988), provisions relating to asbestos; and other appropriate guidelines, laws, regulations or executive orders, federal, state or local, pertaining to floodplains, wetlands or the future use of this Property.

13. GRANTEE, by acceptance of this Deed, covenants and agrees for itself, its successors and assigns, and every successor in interest to the Property herein conveyed or any part thereof that it will comply with the requirements of (a) Title VI of the Civil Rights Act of 1964 (P.L. No. 88-352), 42 U.S.C. §2000d et seq.; (b) Title IX of the Education Amendments of 1972 (P.L. No. 92-318), 20 U.S.C. §1681 et seq.; (c) Section 504 of the Rehabilitation Act of 1973 (P.L. No. 93-112), 29 U.S.C. §794 et seq.; and all requirements imposed by or pursuant to the Regulations (34 C.F.R. Parts 12, 100, 104 and 106) issued pursuant to the Act and now in effect, to the end that, in

accordance with said Acts and Regulations, no person in the United States shall, on the ground of race, color, national origin, sex, or handicap, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under the program and plan referred to in condition subsequent 1 above or under any other program or activity of the GRANTEE, its successors and assigns, to which such Acts and Regulations apply by reason of this conveyance. This covenant shall attach to and run with the land for so long as the Property is used for a purpose for which Federal assistance is hereby extended by GRANTOR or for another purpose involving the provision of similar services or benefits, and shall in any event, and without regard to technical classifications or designation, legal or otherwise, be binding to the fullest extent permitted by law and equity, for the benefit of, in favor of and enforceable by GRANTOR against GRANTEE, its successors and assigns, for the Property, or any part thereof. In the event of a breach of this covenant by GRANTEE or by its successors or assigns, GRANTOR may, in addition to any right or remedy set forth in this agreement, avail itself of any remedy authorized by the violated statute or regulation.

14. In the event title to the Property or any part thereof is reverted to the UNITED STATES OF AMERICA for noncompliance or is voluntarily reconveyed in lieu of reverter, GRANTEE, its successors or assigns, shall at the option of GRANTOR, be responsible for and be required to reimburse the UNITED STATES OF AMERICA for the decreased value thereof that is not the result of

reasonable wear and tear, an act of God, or alternations and conversions made by the GRANTEE and approved by the GRANTOR, to adapt the Property to the educational use for which the Property was transferred. GRANTEE shall, in addition thereto, reimburse GRANTOR for damage it may sustain as a result of such noncompliance, including but not limited to costs incurred to recover title to or possession of the Property.

15. GRANTEE may seek abrogation of the conditions subsequent 1, 2, 3, and 4 of Paragraph 6 of this Deed by:

a. Obtaining the advance written consent of the GRANTOR; and

b. Payment to the UNITED STATES OF AMERICA of a sum of money equal to the fair market value of the property to be released from the conditions subsequent as of the effective date of the abrogation:

(1) multiplied by the percentage public benefit allowance granted at the time of conveyance,

(2) divided by 360, and

(3) multiplied by the number of months, or any portion thereof, of the remaining period of restrictions to be abrogated.

16. GRANTEE, by acceptance of this Deed, further covenants and agrees for itself, its successors and assigns, that in the event the Property or any part or interest thereof is at any time within the period of thirty (30) years from the date of this conveyance sold, leased, mortgaged, encumbered or otherwise disposed of or used for purposes other than those designated in

condition subsequent 1 above without the prior written consent of GRANTOR, all revenues therefrom and the reasonable value, as determined by GRANTOR, of any other benefits to GRANTEE deriving directly or indirectly from such sale, lease, mortgage, encumbrance, disposal or use, shall be considered to have been received and held in trust by GRANTEE for the UNITED STATES OF AMERICA and shall be subject to the direction and control of GRANTOR; but the provisions of this paragraph shall not impair or affect the rights reserved to GRANTOR under any other provision of this Deed.

17. GRANTEE, by the acceptance of this Deed, further covenants and agrees for itself, its successors and assigns, that at all times during the period that title to the Property is vested in GRANTEE subject to conditions subsequent 1, 2, 3, and 4 of Paragraph 6 of this Deed, GRANTEE shall at its sole cost and expense keep and maintain the Property and the improvements thereon, including all buildings, structures and equipment at any time situate upon the Property, in good order, condition and repair, and free from any waste whatsoever.

18. GRANTEE, by the acceptance of this Deed, further covenants and agrees for itself, its successors and assigns, that at all times during that period that it holds title to the Property subject to conditions subsequent 1, 2, 3, and 4 of Paragraph 6 of this Deed, it shall not engage in, authorize, permit or suffer the extraction or production of any minerals from the Property without the prior written consent of GRANTOR. GRANTEE, by the acceptance of this Deed, further covenants and

agrees for itself, its successors and assigns, that should an extraction or production of minerals including but not limited to oil, gas, coal, and sulphur on or under the described Property occur during that period that it holds title to the Property subject to conditions subsequent 1, 2, 3, and 4 of Paragraph 6 of this Deed (i) it will hold all payments, bonuses, delayed rentals, or royalties in trust for GRANTOR and (ii) that all net revenues and proceeds resulting from the extraction or production of any minerals including, but not limited to, oil, gas, coal or sulphur, by GRANTEE, its successors and assigns, will be held in trust for and promptly paid to GRANTOR. The listing of certain minerals shall not cause the doctrine of ejusdem generis to apply. Nothing herein shall be construed as authorizing the GRANTEE to engage in the extraction or production of minerals in, on or under the Property.

19. GRANTEE, by acceptance of this Deed, covenants that, upon the recording by the UNITED STATES OF AMERICA of a Notice of Entry pursuant to Paragraph 8 above, all right, title and interest in and to the Property shall pass to and become the property of the UNITED STATES OF AMERICA, which shall have an immediate right to enter thereon, and the GRANTEE, its successors and assigns, shall immediately and quietly quit possession thereof and forfeit all right, title, and interest in and to the Property and in any and all of the tenements, hereditaments, and appurtenances thereunto belonging, conveying all right, title and interest conveyed to it in this Deed except for encumbrances

authorized and approved by the GRANTOR in writing as provided in condition subsequent 2 of Paragraph 6 of this Deed.

20. If the GRANTEE, its successors or assigns, shall cause the Property and/or any improvements thereon to be insured against loss, damage or destruction, or if the GRANTOR requires such insurance while the Property is subject to conditions subsequent 1, 2, 3, and 4 of Paragraph 6 of this Deed, and any such loss, damage or destruction shall occur during the period GRANTEE holds title to the Property subject to conditions subsequent 1, 2, 3, and 4 set forth in Paragraph 6 of this Deed, said insurance and all moneys payable to GRANTEE, its successors or assigns, shall be held in trust by the GRANTEE, its successors or assigns, and shall be promptly used by GRANTEE for the purpose of repairing and restoring the Property to its former condition or replacing it with equivalent or more suitable facilities; or, if not so used, shall be paid over to the Treasurer of the United States in an amount equal to the unamortized public benefit allowance of Property multiplied by the current fair market value of the improvements lost, damaged or destroyed. If the Property is located in a floodplain, GRANTEE will, during the period it holds title subject to conditions subsequent 1, 2, 3, and 4 of Paragraph 6 of this Deed insure the Property and any machinery, equipment, fixtures, and furnishings contained therein against loss, damage, or destruction from flood, to the maximum limit of coverage made available with respect to the Property under §102 of the Flood Disaster Protection Act of 1973 (P.L. No. 93-234). Proceeds of such insurance will be used as set forth above.

21. GRANTEE further covenants to pay damages for any time period held over beyond the time period stated in a demand to quit possession of the Property at the fair market rental value plus reasonable attorneys fees and costs of the GRANTOR in securing the return of the Property.

22. As of the date of conveyance, all remedial action necessary to protect human health and the environment, with respect to any known hazardous substance activity on the subject Property, has been taken and no further remedial action is required at this time. However, any additional remedial action found to be necessary after the date of conveyance, which is due to contamination occurring prior to the date of conveyance, will be conducted by the UNITED STATES OF AMERICA. In the event any environmental contamination is discovered or additional remedial action is deemed necessary after conveyance, the Federal sponsoring agency should be notified immediately. Additionally, expenditures for environmental restoration projects that are not considered imminent threats to public health and safety will not be considered an off-set for purposes of abrogation unless these expenditures are to remediate contamination occurring prior to the date of conveyance and unless PRIOR concurrence is obtained from the Federal sponsoring agency in writing.

23. The GRANTEE covenants and agrees on behalf of itself, its successors and assigns, that in its use and occupancy of the Property it will comply with all Federal, state and local laws relating to asbestos; and that GRANTOR assumes no liability for damages for personal injury, illness, disability or death, to the

GRANTEE, its successors or assigns, or to any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to contact of any kind whatsoever with asbestos on the Property, whether GRANTEE, its successors or assigns have properly warned or failed to properly warn the individual(s) injured.

24. All covenants, conditions subsequent and restrictions contained in this Deed shall run with the land and be binding upon GRANTEE, its successors and assigns, to all or any part of the Property. All rights and powers reserved to GRANTOR by the Deed may be exercised by any successor in function to GRANTOR, and all references to GRANTOR shall include its successor in function. All covenants and conditions subsequent contained herein are for the sole benefit of GRANTOR and may be modified or abrogated by it as provided in the Act.

V. SIGNATURES

TO INDICATE THEIR AGREEMENT to the provisions contained in this agreement, GRANTOR and GRANTEE have executed this document as the date and year first above written.

UNITED STATES OF AMERICA
Acting by and through the
Secretary of Education

GRANTOR:

By: _____
David B. Hakola, Director
Real Property Group
Office of Management
U.S. Department of Education
Washington, D.C.

GRANTOR ACKNOWLEDGMENT

WASHINGTON)

DISTRICT OF COLUMBIA)

On this 2nd day of July,, 1996, personally appeared before me, a Notary Public in and for the District of Columbia, David B. Hakola, Director, Real Property Group in the Office of Management, United States Department of Education, acting for the United States of America and the Secretary of Education, known to me to be the same person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same on the date hereof as his free and voluntary act and deed for the purposes and consideration therein expressed and with full authority and as the act and deed of the United States of America and the Secretary of Education.

IN WITNESS WHEREOF, I have set my hand and seal at Washington, D.C., this 2nd day of July, 1996.

Harry Goldman

Harry Goldman, Notary Public

My Commission Expires: August 31, 1998

GRANTEE ACCEPTANCE

The GRANTEE hereby accepts this Quitclaim Deed and accepts and agrees to all the terms, covenants, conditions subsequent, and restrictions contained therein.

GRANTEE:

By: _____

Mayor Paul Helmke
City of Fort Wayne, Indiana

GRANTEE ACKNOWLEDGEMENT

STATE OF INDIANA)

COUNTY OF ALLEN)

On this 24th day of July, 1997 personally appeared before me, a Notary Public in and for the State of Indiana, Paul Helmke, Mayor of the City of Fort Wayne, Indiana, to me known to be the same person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same on the date hereof as his free and voluntary act and deed for the purposes and consideration therein expressed and with full authority and as the act and deed of the City of Fort Wayne, Indiana.

IN WITNESS WHEREOF, I have set my hand and seal on this 24th day of July, 1997

BETSY A HARTUP
NOTARY PUBLIC STATE OF INDIANA
ALLEN COUNTY
MY COMMISSION EXP. SEPT 16,1997

Notary Public

My Commission Expires:

ABROGATION AND RELEASE OF RESTRICTIONS

THIS ABROGATION AND RELEASE OF RESTRICTIONS (this "AGREEMENT") is made this _____ day of June, 2014, between the UNITED STATES OF AMERICA, acting through the Secretary of Education, by John D. Cogdill, Director, Management Services, Office of Management, U.S. Department of Education ("GRANTOR") pursuant to § 203(k) of the Federal Property and Administrative Services Act of 1949, as amended ("Act"), 40 U.S.C. § 550(b), *et seq.*, the Department of Education Organization Act of 1979, 20 U.S.C. § 3401 et seq., and the CITY OF FORT WAYNE, INDIANA, an Indiana corporation having its principal place of business at One Main Street, Fort Wayne, Indiana ("GRANTEE").

I. RECITALS

1. By Quitclaim Deed dated July 2, 1996 ("DEED"), the UNITED STATES OF AMERICA, acting through the Secretary of Education, by David B. Hakola, Director, Real Property Group, Office of Management, U.S. Department of Education, did convey to the GRANTEE certain real property located in the City of Fort Wayne, County of Allen, State of Indiana, known as being the Naval Reserve Center and consisting of approximately 4.03 acres of improved land ("PROPERTY"). The DEED was recorded July 24, 1997, as #970040033 in the Official Records of the Allen County Recorder, Indiana. The PROPERTY is more particularly described on page two (2) of the DEED.

2. The DEED provided that the conveyance was subject to certain covenants, conditions subsequent and restrictions. Among those conditions are conditions subsequent numbered 1, 2, 3 and 4 on pages three (3) and four (4) of the DEED. The DEED provided on page nine (9) that the

conditions subsequent could be abrogated if the UNITED STATES OF AMERICA consented and upon payment of an abrogation sum.

3. GRANTEE, pursuant to a resolution passed by its City Council on _____ has requested release from said conditions subsequent as they apply to the PROPERTY to enable GRANTEE to utilize the PROPERTY for non-educational purposes.

4. GRANTOR and GRANTEE have agreed that $0.00 is the duly calculated payment required by the DEED for securing the release of conditions subsequent 1, 2, 3 and 4 pursuant to the abrogation covenant in the DEED as it applies to the PROPERTY.

5. Notice of the proposed abrogation was given to the U.S. General Services Administration, and on June 3, 2014 no objection was interposed thereto.

6. The DEED further contains a covenant by GRANTEE, its successors and assigns, that in the event the PROPERTY or any part or interest thereof is at any time within the period of thirty (30) years from the date of the conveyance sold, leased, mortgaged, encumbered or otherwise disposed of or used for purposes other than those designated in condition subsequent 1 of Paragraph 6 of the DEED without the prior written consent of GRANTOR, all revenues therefrom and the reasonable value, as determined by GRANTOR, of any other benefits to GRANTEE deriving directly or indirectly from such sale, lease, mortgage, encumbrance, disposal or use, shall be considered to have been received and held in trust by GRANTEE for the UNITED STATES OF AMERICA and shall be subject to the direction and control of GRANTOR. GRANTOR has determined that continuance of this right to all revenues upon such sale, lease, mortgage, encumbrance, disposal or use of the PROPERTY would serve no useful purpose but would instead impose an unnecessary cloud upon title to the PROPERTY after abrogation of the conditions subsequent.

7. FURTHERMORE, at paragraph 18 of the DEED, GRANTEE, its successors and assigns, agreed that at all times during that period that it holds title to the PROPERTY subject to conditions subsequent 1, 2, 3 and 4 of Paragraph 6 of the DEED, it shall not engage in, authorize, permit or suffer the extraction or production of any minerals from the PROPERTY without the prior written consent of GRANTOR. GRANTEE further covenanted and agreed for itself, its successors and assigns, that should an extraction or production of minerals, including, but not limited to oil, gas, coal, and sulphur, on or under the described PROPERTY, occur during the period that it holds title to the PROPERTY subject to conditions subsequent 1, 2, 3 and 4 of Paragraph 6 of the DEED; (i) it will hold all payments, bonuses, delayed rentals or royalties in trust for GRANTOR, and will promptly pay such revenue to GRANTOR and (ii) that all net revenues and proceeds resulting from the extraction or production of any minerals including, but not limited to, oil, gas, coal or sulphur, by GRANTEE, its successors and assigns, will be held in trust for and promptly paid to GRANTOR. GRANTOR has determined that continuance of this right would serve no useful purpose but would instead impose an unnecessary cloud upon title to the PROPERTY after abrogation of the said conditions subsequent.

II. AGREEMENT

IN CONSIDERATION OF the payment by the GRANTEE of $0.00, the mutual agreements contained herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, GRANTOR and GRANTEE agree to the following:

8. GRANTOR, by execution of this Agreement, releases GRANTEE, its successors and assigns, from the conditions subsequent numbered 1, 2, 3 and 4 as set forth in the DEED as they apply to the PROPERTY.

9. As a material inducement to enter into this Agreement, GRANTOR and GRANTEE have relied upon a real estate appraisal that estimated the fair market value of the PROPERTY at $0.00. GRANTOR and GRANTEE understand and agree that a real estate appraisal provides only a subjective estimate of the value of the PROPERTY; and that a more objective estimate of value is that amount which the PROPERTY will bring in an open, competitive and free market. GRANTOR and GRANTEE therefore agree that if a deed, contract, lease or other agreement executed prior to June _____, 2017, which sells, transfers, conveys, leases or otherwise disposes of the PROPERTY or any rights therein for a sum or sums in excess of $0.00, as determined by the U.S. Department of Education, or which commits the GRANTEE to sell, transfer, convey, lease or otherwise dispose of the PROPERTY or any rights therein, then GRANTEE shall remit to GRANTOR 38.6% of any amount received or promised in excess of $0.00. GRANTEE shall remit any sums as may be required above within 24 hours of receipt of such monies together with pertinent copies of the deeds, contracts, leases or other agreements which establish the actual or promised consideration. GRANTEE agrees that all sums received in excess of $0.00 as provided above shall be held in trust for the UNITED STATES OF AMERICA subject to the direction and control of the GRANTOR.

10. With the exception, only, of those monies described under paragraph 9 above, GRANTOR, by execution of this Agreement, waives its rights to all revenues and the reasonable value of any benefits to GRANTEE deriving directly or indirectly from such sale, lease, mortgage, encumbrance, disposal or use of the PROPERTY as set forth in the DEED, and releases GRANTEE, its successors and assigns, from such covenants and agreements as they apply prospectively to the PROPERTY.

11. GRANTOR, by execution of this Agreement, removes, releases, and extinguishes its

right to the subsurface rights and interest in the PROPERTY.

12. GRANTOR and GRANTEE hereto mutually agree that, except as provided in this Agreement, all the provisions of the DEED shall remain in full force and effect with respect to the PROPERTY.

To indicate their agreement to the provisions contained in this Agreement, the UNITED STATES OF AMERICA and the CITY OF FORT WAYNE, INDIANA have executed this document as of the date and year first above written.

UNITED STATES OF AMERICA
Acting by and through the
Secretary of Education

By: _____
John D. Cogdill, Director
Management Services
Office of Management
U.S. Department of Education

ACKNOWLEDGMENT

DISTRICT OF COLUMBIA)

On this _____ day of June, 2014, personally appeared before me, a Notary Public in and for the District of Columbia, John D. Cogdill, Director, Management Services, Office of Management, U.S. Department of Education, acting for the United States of America and the Secretary of Education, known to me to be the same person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same on the date hereof as his free and voluntary act and deed for the purposes and consideration therein expressed and with full authority and as the act and deed of the United States of America and the Secretary of Education.

IN WITNESS WHEREOF, I have set my hand and seal at Washington, D.C., as of the day and year first above written.

_____
Notary Public

My Commission Expires: _____

ACCEPTANCE

The CITY OF FORT WAYNE, INDIANA, hereby accepts this ABROGATION AND RELEASE OF RESTRICTIONS, for itself, its successors and assigns, and each of them accepts and agrees to all the obligations, conditions and covenants therein contained.

CITY OF FORT WAYNE, INDIANA

By: _____
(Name)
(Title)

ACKNOWLEDGMENT

STATE OF INDIANA)

COUNTY OF ALLEN)

On this _____ day of June, 2014, personally appeared before me, a Notary Public in and for the State of Indiana, (name, title), City of Fort Wayne, Indiana, known to me to be the same person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same on the date hereof as his free and voluntary act and deed for the purposes and consideration therein expressed and with full authority and as the act and deed of the City Council and the City of Fort Wayne, Indiana.

IN WITNESS WHEREOF, I have set my hand and seal at Fort Wayne, IN, as of the date and year first above written.

_____
Notary Public

My Commission Expires: _____

2014 CIPP PKG 2 – SMALL DIAMETER
WO#75995

RESOLUTION BY THE BOARD OF PUBLIC WORKS of the City of Fort Wayne, Indiana that:

The Contractor shall furnish all labor, materials, supplies, and equipment required to perform the following:

> Rehabilitation of approximately 38,000 LF of small diameter (8-15 inch) sanitary and combined sewer by means of a cured-in-place pipe method.

Said improvements, with all their appurtenances, shall be constructed in accordance with the specifications titled, **2014 CIPP Pkg 2 – Small Diameter**.

Declares the cost of the said improvements shall be paid by the funds from the 2012 State Revolving Fund.

Declares the project is necessary for the protection of public health and welfare of the inhabitants of the area and the safeguarding of property within the area.

Declares that this project is of public utility benefit.

States that no additional costs will be associated with the purchase of any land associate with this project.

Declares the estimate of the project's total cost of **$1,477,300.**

APPROVED THIS 11th **DAY OF** June**, 2014.**

BOARD OF PUBLIC WORKS

BY: _____
Robert P. Kennedy, Chair

BY: _____
Kumar Menon, Member

BY: Mike Avila
Mike Avila, Member

ATTEST: Victoria Edwards
Victoria G. Edwards, Clerk

7900 West Jefferson Boulevard Storm Drainage Improvements
RESOLUTION NO. 83380

RESOLUTION BY THE BOARD OF STORMWATER MANAGEMENT of the City of Fort Wayne, Indiana that:

Orders the construction of approximately 100 LF of 12" RCP and 30" Round Inlet to be installed in the median of W. Jefferson Blvd to replace failing pipe and improve the drainage at the intersection of W. Jefferson Blvd and Scottwood Court.

Said improvements with all their appurtenances shall be constructed in accordance with the plans and specifications titled, **7900 West Jefferson Boulevard Storm Drainage Improvements.**

Declares the cost of the said improvements shall be paid by the funds from the property owners (Barrett Law) and the Fort Wayne Stormwater Utility (Revenue).

Declares that this project is of public utility benefit.

States there is no cost associated with the purchase of any land associated with this project.

Declares the engineer's estimate of the project's total cost is $16,000.00.

APPROVED THIS 11th DAY OF June, 2014.

BOARD OF STORMWATER MANAGEMENT

BY: _____
Robert P. Kennedy, Chairman

BY: _____
Mike Avila, Member

BY: _____
Matthew Wirtz, Member

ATTEST: _____
Victoria Edwards, Clerk

TO: Victoria Edwards - Board of Public Works

FROM: Darlene Backs – City Utilities Financial Services

DATE: June 2, 2014

RE: 2011 Water State Revolving Fund Loan - B Disbursements

Please include the following **2011 Water SRF - B disbursement** with the City Utilities vendor payments.

City Utilities Engineering is requesting the Board of Public Works to approve the following payment in the amount of **$21,606.00.** This payment will be made with the 2011 Waterworks B State Revolving Fund Loan Program. This expense is for partial release of retainage for the Northwest Pressure Zone Pump Station 1 & 2.

Draw 179	Mason Engineering	$21,606.00

Robert P. Kennedy, Chairman

Kumar Menon, Member

Mike Avila, Member

June 11, 2014
Date

IMPROVEMENT RESOLUTION NO. 12431

PUTNAM STREET AND FOURTH STREET SIDEWALK REPAIRS
WORK ORDER NO. 12431

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA.

That it is deemed necessary to improve: PUTNAM STREET AND FOURTH STREET FROM WELLS STREET TO CASS STREET BY REMOVING AND REPLACING CONCRETE SIDEWALK, CONCRETE CURBFACE SIDEWALK, ALLEY APPROACHES, CURB RAMPS, INLETS, AND RESTORATION.

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 18th day of June, 2014.

BOARD OF PUBLIC WORKS

Robert Kennedy, Chair

Mike Avila, Member

Kumar Menon, Member

ATTEST: Victoria Edwards
Victoria Edwards, Clerk

ESTIMATE OF QUANTITIES

RES. NO.: 12431
W.O. NO.: 12431

proj: Putnam and Fourth Street Sidwalk Repairs

Bid Estimate: $54,711.00
estimated e&i:
Total estimate: $54,711.00

Date:

ITEM NO.	ITEM	PLAN QTY	UNIT	UNIT PRICE ($)	AMOUNT ($)
1	Removal of Concrete	460	SY	$6.00	$2,760.00
2	Concrete Sidewalk (4")	120	SY	$25.00	$3,000.00
3	Concrete Curbface Sidewalk W / Asphalt Patch	108	SY	$45.00	$4,860.00
4	Concrete Wingwalk and Ramps W / Asphalt Patch	140	SY	$42.00	$5,880.00
5	Concrete Pavement for Residential Drive (6") W / Asphalt Patch	17	SY	$35.00	$595.00
6	Concrete Pavement for Commercial Drive (8") W / Asphalt Patch	75	SY	$45.00	$3,375.00
7	Abandon Vault	2	EA	$3,000.00	$6,000.00
8	Concrete Curb Type III With Asphalt Patch	90	LF	$28.00	$2,520.00
9	ADA Solutions, Armor-Tile, or Approved Equal "Replaceable" 2' x 5' Composite, Wetset, Tactile Warning Surface Unit - Brick Red	16	EA	$200.00	$3,200.00
10	48" Catch Basin with 2x3 Curb and Gutter Casting (Either Neenah R-3067 with Grate Type R) or (East Jordan 7030Z1 with Grate Type M3) with Environmental Lettering / Symbols	1	EA	$2,650.00	$2,650.00
11	2' x 3' Inlet with 2' x 3' Curb & Gutter Casting (Neenah R3067 with Grate Type R) or (East Jordan 703Z1 with Grate Type M3) with Environmental Lettering / Symbols	1	EA	$2,100.00	$2,100.00
12	Furnish and Adjust 24" Sanitary Manhole Casting (Either Neenah R-1772) or (East Jordan 1022Z1) with Environmental Lettering / Symbols	1	EA	$500.00	$500.00
13	Pipe, 12" RCP (Include #53 Stone, Special Backfill)	49	LF	$65.00	$3,185.00
14	Pipe, 8" PVC SDR 35 with Fernco Adapter	8	LF	$22.00	$176.00
15	Removal of Structure (Not Replaced)	2	EA	$1,500.00	$3,000.00
16	Existing Sewer Cut & Plug	1	EA	$100.00	$100.00
17	Connection to Existing Manhole	1	EA	$600.00	$600.00
18	Bed Course Material	60	TON	$15.00	$900.00
19	HMA Intermediate, Type B, 12.5 mm	7	TON	$110.00	$770.00
20	HMA Surface, Type B, 9.5 mm	1.5	TON	$150.00	$225.00
21	Top Soil	40	TON	$18.00	$720.00
22	Hydroseeding with Hydrostik or Equivalent Polymer for Erosion and Sediment Control	70	SY	$2.50	$175.00
23	Inlet Protection Devices for Stormwater and Erosion Control	2	EA	$50.00	$100.00
24	Construction Sign, Type A	8	EA	$60.00	$480.00
25	Standard Barricade, Type III-B	4	EA	$110.00	$440.00
26	Mobilization / Demobilization	1	LS	$1,900.00	$1,900.00
27	Maintenance of Traffic	1	LS	$2,500.00	$2,500.00
28	Work Allowance	1	LS	$2,000.00	$2,000.00

BID

CONTRACTOR:

proj: Putnam and Fourth Street Sidwalk Repairs

RES. NO.: 12431
W.O. NO.: 12431

TOTAL BID AMT: _____

required completion date: September 5, 2013

Note: Contractor will be paid on measured quantities only at unit price bid. Any form of correction within the area of unit prices, extensions, or total on this bid must be initialed by the bidder and will be noted at the time of opening.

Bid Date: 2-Jul-14

Contractors Signature _____

ITEM NO.	ITEM	PLAN QUANTITY	UNIT	UNIT PRICE ($)	AMOUNT ($)
1	Removal of Concrete	460	SY		
2	Concrete Sidewalk (4")	120	SY		
3	Concrete Curbface Sidewalk W / Asphalt Patch	108	SY		
4	Concrete Wingwalk and Ramps W / Asphalt Patch	140	SY		
5	Concrete Pavement for Residential Drive (6") W / Asphalt Patch	17	SY		
6	Concrete Pavement for Commercial Drive (8") W / Asphalt Patch	75	SY		
7	Abandon Vault	2	EA		
8	Concrete Curb Type III With Asphalt Patch	90	LF		
9	ADA Solutions, Armor-Tile, or Approved Equal "Replaceable" 2' x 5' Composite, Wetset, Tactile Warning Surface Unit - Brick Red	16	EA		
10	48" Catch Basin with 2x3 Curb and Gutter Casting (Either Neenah R-3067 with Grate Type R) or (East Jordan 7030Z1 with Grate Type M3) with Environmental Lettering / Symbols	1	EA		
11	2' x 3' Inlet with 2' x 3' Curb & Gutter Casting (Neenah R3067 with Grate Type R) or (East Jordan 703Z1 with Grate Type M3) with Environmental Lettering / Symbols	1	EA		
12	Furnish and Adjust 24" Sanitary Manhole Casting (Either Neenah R-1772) or (East Jordan 1022Z1) with Environmental Lettering / Symbols	1	EA		
13	Pipe, 12" RCP (Include #53 Stone, Special Backfill)	49	LF		
14	Pipe, 8" PVC SDR 35 with Fernco Adapter	8	LF		
15	Removal of Structure (Not Replaced)	2	EA		
16	Existing Sewer Cut & Plug	1	EA		
17	Connection to Existing Manhole	1	EA		
18	Bed Course Material	60	TON		
19	HMA Intermediate, Type B, 12.5 mm	7	TON		
20	HMA Surface, Type B, 9.5 mm	1.5	TON		
21	Top Soil	40	TON		
22	Hydroseeding with Hydrostik or Equivalent Polymer for Erosion and Sediment Control	70	SY		
23	Inlet Protection Devices for Stormwater and Erosion Control	2	EA		
24	Construction Sign, Type A	8	EA		
25	Standard Barricade, Type III-B	4	EA		
26	Mobilization / Demobilization	1	LS		
27	Maintenance of Traffic	1	LS		
28	Work Allowance	1	LS	$2,000.00	

ABOITE LIFT STATION IMPROVEMENTS
WO#75903

RESOLUTION BY THE BOARD OF PUBLIC WORKS of the City of Fort Wayne, Indiana that:

The Contractor shall furnish all labor, materials, supplies, and equipment required to perform the following:

> Improvements to Aboite Lift Station include removing existing and installing new pumps, pipes, controls, and bypass.

Said improvements, with all their appurtenances, shall be constructed in accordance with the specifications titled, **Aboite Lift Station Improvements**.

Declares the cost of the said improvements shall be paid by the funds from the Sewer Revenue.

Declares the project is necessary for the protection of public health and welfare of the inhabitants of the area and the safeguarding of property within the area.

Declares that this project is of public utility benefit.

States that no additional costs will be associated with the purchase of any land associate with this project.

Declares the estimate of the project's total cost of **$130,200.**

APPROVED THIS 18th **DAY OF** June**, 2014.**

BOARD OF PUBLIC WORKS

BY: _____
Robert P. Kennedy, Chair

BY: _____
Kumar Menon, Member

BY: _____
Mike Avila, Member

ATTEST: Victoria Edwards
Victoria G. Edwards, Clerk

EMERGENCY RESOLUTION NUMBER 101-6-25-14-1
LIBERTY MILLS ROAD STORM SEWER EMERGENCY REPAIR

WHEREAS, an existing 15" CMP storm sewer has collapsed at Liberty Mills Road, just east of Homestead Road and;

WHEREAS, said collapses could not reasonably be foreseen and requires immediate action, and;

WHEREAS, repair of the 15" CMP combined sewers are beyond the capability of the Water Pollution Control Maintenance Department to perform, and;

WHEREAS, Bercot, T&E, Liberty, Bunn, and API, were invited to submit quotes on the repair, and;

WHEREAS, the cost of said repairs could exceed Twenty Five Thousand Dollars and Zero Cents, ($25,000.00).

NOW, THEREFORE, the Board of Public Works hereby declares an emergency exists for said sewer repairs and orders the Purchasing Department to issue and **EMERGENCY PURCHASE ORDER TO THE CONTRACTOR CHOSEN FOR SAID REPAIRS.**

APPROVED this 25th day of June ,2014.

BOARD OF PUBLIC WORKS

By
Robert P. Kennedy, Chair

By Mike Avila
Mike Avila, Member

By
~~Kumar Menon~~, Member

ATTEST: Victoria Edwards
Victoria Edwards, Clerk

101-6--25--14-2

MISCELLANEOUS RESOLUTION NO.

RESOLUTION: ACCEPTANCE OF PRELIMINARY ENGINEERING REPORT

WHEREAS, the Board of Public Works of the City of Fort Wayne, Allen County, Indiana, has caused a Preliminary Engineering Report, PER, dated **June 13, 2014**, to be prepared by the consulting firm of HomeTown Engineering, LLC; and

WHEREAS, said PER has been presented to the public at a public hearing held on **June 25, 2014**, in the Council Chambers, Room 035, Citizens Square, 200 East Main Street, Fort Wayne, Indiana, for public comment; and

WHEREAS, the Board of Public Works finds that there was not sufficient evidence presented in objection to the recommended project in the PER.

NOW, THEREFORE BE IT RESOLVED THAT:

1. The City of Fort Wayne PER dated **June 13, 2014** be approved and adopted by the Board of Public Works; and

2. Said PER be submitted to the State Revolving Fund Loan Program for review and approval.

PASSED AND ADOPTED by the City of Fort Wayne's Board of Public Works this **25th day of June 2014**, at its regularly scheduled meeting.

FORT WAYNE BOARD OF PUBLIC WORKS
BY AND THROUGH ITS BOARD MEMBERS

BY: _____
Robert P. Kennedy, Chairman

BY: _____
Mike Avila, Member

BY: _____
Kumar Menon, Member

ATTEST: _____
Victoria G. Edwards, Clerk

RESOLUTION # 101-7-2-14-1
BOARD OF PUBLIC WORKS
OF THE CITY OF FORT WAYNE

WHEREAS, the City of Fort Wayne, Indiana ("City"), owns, operates and maintains a municipal sewage works ("Utility"), by and through the Fort Wayne Board of Public Works ("Board");

WHEREAS, the Board, after careful and due consideration, finds it to be in the best interests of the Utility and the customers thereof that the Utility proceed to acquire and install certain improvements to the City's sewage works ("Project");

WHEREAS, the Board has found that it is necessary to complete the Project through the issuance of sewage works revenue bonds, in one or more series;

WHEREAS, the Board finds that the legal determination to authorize the issuance of such bonds rests exclusively with the Common Council of the City of Fort Wayne, Indiana ("Common Council"); and,

WHEREAS, the Board desires to take such steps as are necessary and convenient to permit the Project to proceed;

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE FORT WAYNE BOARD OF PUBLIC WORKS THAT:

Section 1. It is in the best interests of the Utility and the customers thereof that the City proceed with the construction of the Project.

Section 2. The Board does hereby recommend to the Common Council that the City issue its sewage works revenue bonds, in one or more series, in an aggregate principal amount not to exceed $257,470,000, with each series of bonds to be repaid over a term not to exceed thirty (30) years, and at an interest rate not to exceed 8% percent per annum.

Section 3. There is attached to this resolution and made a part hereof the same as if fully set forth herein, a proposed ordinance authorizing the Project, the issuance of the bonds and other matters connected therewith, which the Board hereby recommends to the Common Council for its adoption.

Section 4. All resolutions or parts thereof in conflict herewith are hereby repealed.

Section 5. This resolution shall be in full force and effect upon adoption.

Approved this second day of July, 2014.

FORT WAYNE, INDIANA
BOARD OF PUBLIC WORKS

Robert P. Kennedy, Chair

Kumar Menon, Member

Mike Avila, Member

ATTEST: Lindsay K. Haggerty
~~Victoria Edwards, Clerk~~
Lindsay K. Haggerty, Acting Clerk

BILL NO. _____

SPECIAL ORDINANCE NO. _____

AN ORDINANCE OF THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA, AUTHORIZING THE ACQUISITION AND INSTALLATION OF CERTAIN IMPROVEMENTS TO THE CITY'S SEWAGE WORKS, THE ISSUANCE AND SALE OF ADDITIONAL REVENUE BONDS TO PROVIDE FUNDS FOR THE PAYMENT OF THE COSTS THEREOF, AND THE COLLECTION, SEGREGATION AND DISTRIBUTION OF THE REVENUES OF SUCH SEWAGE WORKS AND OTHER RELATED MATTERS

WHEREAS, the City of Fort Wayne, Indiana (the "City") owns and operates a sewage works by and through its Board of Public Works (the "Board") for the collection and treatment of sewage and other wastes (the "Sewage Works"), pursuant to the provisions of Indiana Code 36-9-23, as in effect on the date of delivery of the bonds authorized herein (the "Act"); and

WHEREAS, the Board has determined and recommended to the Common Council of the City (the "Common Council") that certain improvements and extensions to the Sewage Works, as more fully set forth in summary fashion in Exhibit A hereto and made a part hereof (the "Project"), are necessary; and

WHEREAS, the City has employed consulting engineers (the "Consulting Engineers") to prepare and file plans, specifications, and estimates of the costs of the Project, which plans, specifications and estimates, to the extent required by law, have been or will be duly submitted to and approved by all governmental authorities having jurisdiction thereover, including, without limitation, the Indiana Department of Environmental Management (the "Department"); and

WHEREAS, the Common Council finds that the estimates prepared and delivered by the Consulting Engineers with respect to the costs (as defined in Indiana Code 36-9-23-11) of the Project, and including all costs relating thereto, including the costs of issuance of bonds and

BANs (as hereinafter defined) on account of the financing of all or a portion thereof, is in the estimated amount of Two Hundred Fifty-seven Million Four Hundred Seventy Thousand Dollars ($257,470,000); and

WHEREAS, the Common Council finds that to provide funds necessary to pay for the costs of the Project, it will be necessary for the City to issue sewage works revenue bonds, in one or more series, in an aggregate amount not to exceed Two Hundred Fifty-seven Million Four Hundred Seventy Thousand Dollars ($257,470,000) and, if necessary, bond anticipation notes ("BANs"); and

WHEREAS, pursuant to Ordinance No. S-129-05 adopted by the Common Council on August 23, 2005 (the "2005 Bond Ordinance), the City has heretofore issued revenue bonds payable from the net revenues of the Sewage Works, designated as "Sewage Works Revenue Bonds, Series 2005" (the "2005 Bonds"), outstanding after August 1, 2013, in the amount of $26,850,000, bearing interest at various rates and maturing in various amounts annually on August 1 in the years 2014 to and including 2025; and

WHEREAS, pursuant to Ordinance No. 5-07-05-26 adopted by the Common Council on June 12, 2007 (the "2007 Bond Ordinance"), the City has heretofore issued revenue bonds payable from the net revenues of the Sewage Works, designated as "Sewage Works Revenue Bonds, Series 2007" (the "2007 Bonds"), outstanding after August 1, 2013, in the amount of $18,960,000, bearing interest at various rates and maturing in various amounts annually on August 1 in the years 2014 to and including 2027; and

WHEREAS, pursuant to Ordinance No. S-65-09 adopted by the Common Council on June 9, 2009 (the "2009 Bond Ordinance"), the City has heretofore issued revenue bonds payable from the net revenues of the Sewage Works, designated as "Sewage Works Revenue

Bonds of 2009, Series A" (the "2009A Bonds"), outstanding after August 1, 2013, in the amount of $4,171,733, bearing interest at the rate of 0.16% and maturing in various amounts annually on August 1 in the years 2014 to and including 2030; and

WHEREAS, pursuant to the 2009 Bond Ordinance, the City has heretofore issued revenue bonds payable from the net revenues of the Sewage Works, designated as "Sewage Works Revenue Bonds of 2009, Series B" (the "2009B Bonds"), outstanding after August 1, 2013, in the amount of $26,086,978, bearing interest at the rate of 4.16% and maturing in various amounts annually on August 1 in the years 2014 to and including 2030; and

WHEREAS, pursuant to the 2009 Bond Ordinance, the City has heretofore issued revenue bonds payable from the net revenues of the Sewage Works, designated as "Sewage Works Revenue Bonds of 2010" (the "2010 Bonds"), outstanding after August 1, 2013, in the amount of $39,330,000, bearing interest at various rates and maturing in various amounts annually on August 1 in the years 2014 to and including 2030; and

WHEREAS, pursuant to the 2009 Bond Ordinance, the City has heretofore issued revenue bonds payable from the net revenues of the Sewage Works, designated as "Sewage Works Revenue Bonds of 2011, Series A" (the "2011A Bonds"), outstanding after August 1, 2013, in the amount of $38,100,000, bearing interest at the rate of 2.80% and maturing in various amounts annually on August 1 in the years 2015 to and including 2026; and

WHEREAS, pursuant to the 2009 Bond Ordinance, the City has heretofore issued revenue bonds payable from the net revenues of the Sewage Works, designated as "Sewage Works Revenue Bonds of 2011, Series B" (the "2011B Bonds"), outstanding after August 1, 2013, in the amount of $30,997,000, bearing interest at the rate of 2.29% and maturing in various amounts annually on August 1 in the years 2014 to and including 2031; and

WHEREAS, pursuant to the 2009 Bond Ordinance, the City has heretofore issued revenue bonds payable from the net revenues of the Sewage Works, designated as "Sewage Works Revenue Bonds of 2012, Series A" (the "2012A Bonds"), outstanding after August 1, 2013, in the amount of $9,962,000, bearing interest at the rate of 1.78% and maturing in various amounts annually on August 1 in the years 2014 to and including 2032; and

WHEREAS, pursuant to the 2009 Bond Ordinance, the City has heretofore issued revenue bonds payable from the net revenues of the Sewage Works, designated as "Sewage Works Revenue Bonds of 2012, Series B" (the "2012B Bonds"), outstanding after August 1, 2013, in the amount of $15,530,000, bearing interest at various rates and maturing in various amounts annually on August 1 in the years 2015 to and ineluding 2027; and

WHEREAS, pursuant to Ordinanee No. S-105-12 adopted by the Common Council on October 23, 2012 (the "2012 Bond Ordinance"), the City has heretofore issued revenue bonds payable from the net revenues of the Sewage Works, designated as "Sewage Works Refunding Revenue Bonds of 2012" (the "2012 Refunding Bonds"), outstanding after August 1, 2013, in the amount of $18,175,000, bearing interest at various rates and maturing in various amounts annually on August 1 in the years 2014 to and ineluding 2022; and

WHEREAS, pursuant to the 2009 Bond Ordinanee, the City has heretofore issued revenue bonds payable from the net revenues of the Sewage Works, designated as "Sewage Works Revenue Bonds of 2013, Series A" (the "2013A Bonds"), outstanding after August 1, 2013, in the amount of $32,355,000, bearing interest at the rate of 1.95% and maturing in various amounts annually on August 1 in the years 2014 to and including 2024; and

WHEREAS, pursuant to the 2009 Bond Ordinanee, the City has heretofore issued revenue bonds payable from the net revenues of the Sewage Works, designated as "Sewage

Works Revenue Bonds of 2013, Series B" (the "2013B Bonds"), outstanding after August 1, 2013, in the amount of $42,260,000, bearing interest at various rates and maturing in various amounts annually on August 1 in the years 2025 to and including 2033; and

WHEREAS, pursuant to the 2012 Bond Ordinance, the City has heretofore issued revenue bonds payable from the net revenues of the Sewage Works, designated as "Sewage Works Refunding Revenue Bonds of 2013" (the "2013 Refunding Bonds"), outstanding after August 1, 2013, in the amount of $6,835,000, bearing interest at various rates and maturing in various amounts annually on August 1 in the years 2014 to and including 2018; and

WHEREAS, pursuant to the 2009 Ordinance (and with the 2005 Bond Ordinance, the 2007 Bond Ordinance and the 2012 Bond Ordinance, collectively, the "Prior Ordinances"), the City will have issued revenue bonds payable from the net revenues of the Sewage Works, designated as "Sewage Works Revenue Bonds of 2014, Series A" (the "2014A Bonds" and with the 2005 Bonds, the 2007 Bonds, the 2009A Bonds, the 2009B Bonds, the 2010 Bonds, the 2011A Bonds, the 2011B Bonds, the 2012A Bonds, the 2012B Bonds, the 2012 Refunding Bonds, 2013A Bonds, the 2013B Bonds and the 2013 Refunding Bonds, collectively, the "Prior Bonds"), outstanding after August 1, 2014, in the amount of $17,000,000, bearing interest at the rate of 2.35% and maturing in various amounts annually on August 1 in the years 2015 to and including 2033; and

WHEREAS, the Prior Bonds each rank on a parity with each other and each constitute a first charge against the net revenues of the Sewage Works; and

WHEREAS, Section 16 of the 2005 Ordinance, Section 16 of the 2007 Ordinance, Section 17 of the 2009 Ordinance and Section 18 of the 2012 Bond Ordinance, each

authorize the issuance of additional revenue bonds ranking on a parity basis with the Prior Bonds for such purposes, so long as certain conditions are met; and

WHEREAS, the Common Council has been advised by the City's financial advisor and now finds that all conditions precedent to the adoption of an ordinance authorizing the issuance of revenue bonds on a parity basis with the Prior Bonds to provide the necessary funds to be applied to the costs of the Project and all authorized costs relating thereto have been complied with in accordance with the provisions of the Act and the Prior Ordinances; and

WHEREAS, the City has previously purchased the sewage works facilities of the Town of Zanesville and, in connection with such purchase, assumed the obligation of payment for certain outstanding sewage works revenue bonds of the Town of Zanesville ("Zanesville Bonds"); the City's obligation to pay the principal of and interest on the Zanesville Bonds is a charge upon the net revenues of the City's Sewage Works, but payment of the Zanesville Bonds is junior and subordinate to the payment of the Prior Bonds and any bonds issued in the future on a parity with the Prior Bonds, including the bonds issued under this ordinance; and

WHEREAS, the City shall enter into one or more Financial Assistance Agreements with the Indiana Finance Authority ("Authority") as part of its wastewater loan program established and existing pursuant to IC 4-4-11 and IC 13-18-13 ("SRF Program"), pertaining to all or a portion of the Project and the financing thereof ("Financial Assistance Agreement"); and

WHEREAS, the Common Council desires to authorize the issuance of BANs hereunder, if necessary, in one or more series, payable solely from the proceeds of the bonds issued hereunder and to authorize the refunding of the BANs, if issued; and

WHEREAS, the Common Council therefore seeks to authorize the issuance of revenue bonds and BANs to finance the Project pursuant to the Act and the sale of one or more series

of such revenue bonds and one or more series of BANs pursuant to the provisions of the Act, subject to and dependent upon the terms and conditions hereinafter set forth; and

WHEREAS, the City reasonably expects to reimburse certain preliminary costs of the Project with proceeds of debt to be incurred by the City in an amount not to exceed $257,470,000; and

WHEREAS, the Common Council has been advised that it may be cost efficient to purchase municipal bond insurance and one or more debt service reserve sureties for the bonds authorized herein;

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA, AS FOLLOWS:

Section 1. Authorization of the Project. The City, acting by and through the Board and as the owner and operator of the Sewage Works for the collection and treatment of sewage and other wastes, hereby orders, authorizes and directs the Board to proceed with the Project, pursuant to the Act and in accordance with the plans, specifications and cost estimates prepared and filed with the Board by the Consulting Engineers, which plans, specifications and cost estimates are hereby adopted and approved and, by reference, incorporated fully into this Ordinance, and two copies of which are now on file or upon completion, shall be placed on file, in the office of the Board and open for public inspection. The actions of the Board in connection with the Project are hereby authorized, approved, ratified and confirmed.

Where used in this ordinance, the term "City" shall be construed also to include any department, board, commission or officer or officers of the City or of any City department, board or commission. The terms "Sewage Works," "sewage works," "works" and similar terms used in this ordinance shall be construed to mean and include the Treatment Works, as defined in the

Financial Assistance Agreement entered into between the City and the Authority, the existing structures and property of the Sewage Works and all enlargements, improvements, extensions and additions thereto, and replacements thereof, now or subsequently constructed or acquired, from the proceeds of the bonds authorized herein or otherwise. Such Project shall be constructed and the bonds and BANs herein authorized shall be issued pursuant to the provisions of this ordinance and the Act.

Section 2. Issuance of BANs and Bonds; Reimbursement. (a) The City hereby authorizes the Controller of the City ("Controller") to prepare and issue, if necessary, the BANs for the purpose of procuring interim financing to apply on the cost of the Project. The BANs may be issued, in one or more series, in an aggregate amount not to exceed Two Hundred Fifty-seven Million Four Hundred Seventy Thousand Dollars ($257,470,000) to be designated "[Taxable] Sewage Works Bond Anticipation Notes of _____" (to be completed with the year in which issued and appropriate series designation, if any). Each series of BANs shall be sold at not less than par value if sold to the Authority as part of its SRF Program or not less than 99% of the par value thereof if sold to any other purchaser, shall be numbered consecutively from 1 upward, shall be in any multiple of One Dollar ($1), as designated in the Purchase Agreement (as hereinafter defined), shall be dated as of the date of delivery thereof, and shall bear interest at a rate not to exceed 6% per annum (the exact rate or rates to be determined through negotiations with the purchaser of the BANs) payable upon maturity. Each series of BANs will mature no later than five (5) years after their date of delivery. The BANs are subject to renewal or extension at an interest rate or rates not to exceed 6% per annum (the exact rate or rates to be negotiated with the purchaser of the BANs). The term of the BANs and all renewal BANs may not exceed five years from the date of delivery of the initial BANs. The BANs shall

be registered in the name of the purchasers thereof. Notwithstanding any thing in this ordinance to the contrary, any series of BANs issued hereunder, may bear interest that is taxable and included in the gross income of the owners thereof. If any such BANs are issued on a taxable basis, the designated name shall include the term "Taxable" as the first word in the designated name.

The BANs shall be issued pursuant to IC 5-1.5-8-6.1 if sold to the Indiana Bond Bank, pursuant to IC 4-4-11 and IC 13-18-13 if sold to the Authority, or pursuant to IC 5-1-14-5 if sold to a financial institution or any other purchaser. The City shall pledge to the payment of the principal of and interest on the BANs the proceeds from the issuance of the bonds pursuant to and in the manner prescribed by the Act. The bonds will be payable out of and constitute a first charge against the Net Revenues (herein defined as gross revenues after deduction only for the payment of the reasonable expenses of operation, repair and maintenance, excluding transfers for payments in lieu of property taxes ("PILOTs")) of the Sewage Works of the City, on a parity with the Prior Bonds, subject to such bonds meeting the parity conditions set forth in the Prior Ordinances.

(b) In accordance with the Act and for the purpose of providing funds with which to pay the costs of the Project, providing funds for the hereinafter defined Reserve Accounts, all authorized costs relating to the Project and the financing, including the costs of issuance of the Bonds, as hereinafter defined, on account thereof, and any premiums for bond insurance and debt service reserve sureties, the City shall issue and sell its sewage works revenue bonds, in one or more series, in the aggregate principal amount not to exceed Two Hundred Fifty-seven Million Four Hundred Seventy Thousand Dollars ($257,470,000). The principal of, redemption premium,

if any, and interest on the Bonds shall be payable, on a parity basis with the Prior Bonds, solely out of the Sewage Works Sinking Fund referred to below.

The Bonds shall be issued in one or more series designated as the "[Taxable]Sewage Works Revenue Bonds of 20_____" to be completed with the year in which issued and the appropriate series designation, if any (the "Bonds"). Each series of Bonds shall be issued as fully registered bonds in the denomination of One Dollar ($1) or integral multiples thereof if sold to the Authority as part of its SRF Program, or in denominations of $5,000 or integral multiples thereof if sold to any other purchaser. Each series of Bonds shall be sold at a price not less than par value if sold to the Authority as part of its SRF Program or not less than 98% of the par value thereof if sold to any other purchaser. The Bonds shall be numbered consecutively from 1 up and shall bear interest at a rate not exceeding eight percent (8%) per annum, the exact rate or rates to be determined by bidding or through negotiation with the Authority through its SRF Program. Interest on the Bonds shall be calculated on the basis of twelve (12) thirty (30)-day months for a three hundred and sixty (360)-day year and shall be payable semiannually on February 1 and August 1 in each year, commencing on the first February 1 or the first August 1, following the original date of the Bonds as determined by the Controller, with the advice of the City's financial advisor. The principal of the Bonds shall mature annually on August 1 of each year, provided that beginning on February 1, 2034, principal shall be payable semiannually on February 1 and August 1. Such Bonds shall mature over a period not to exceed thirty (30) years and in amounts that either (i) produce as level annual debt service as practicable with $5,000 denominations, taking into account the annual debt service on the Prior Bonds and all other series of Bonds issued under this ordinance, (ii) produce forecasted coverage to allow the successful marketing of the Bonds, or (iii). allow the City to meet the coverage and/or

amortization requirements of the SRF Program. Such debt service schedule for any Bonds sold to the Authority as part of its SRF Program shall be finalized and set forth in the Financial Assistance Agreement and shall provide a final maturity ending no later than the number of years after substantial completion of the Project as determined and set forth in the Financial Assistance Agreement.

All or a portion of the Bonds may be issued as one or more term bonds, upon election of the purchaser. Such term bonds shall have a stated maturity or maturities on February 1 or August 1 in the years as determined by the successful bidder, but in no event later than the final serial maturity date of the Bonds as determined in the above paragraph. The term bonds shall be subject to mandatory sinking fund redemption and final payment(s) at maturity at 100% of the principal amount thereof, plus accrued interest to the redemption date, on principal payment dates which are hereinafter determined in accordance with the above paragraph.

Each series of Bonds shall rank on a parity with the other for all purposes, including the pledge of Net Revenues under this ordinance.

The Bonds shall bear an original issue date which shall be the date of issuance of the Bonds or the first day of the month in which the Bonds are delivered, as determined by the Controller, with the advice of the City's financial advisor, and each Bond shall also bear the date of its authentication.

Notwithstanding anything in this ordinance to the contrary, any series of Bonds issued hereunder, may bear interest that is taxable and included in the gross income of the owners thereof. If any such Bonds are issued on a taxable basis, the designated name shall include the term "Taxable" as the first word in the designated name.

Notwithstanding anything contained herein, the City may accept any other forms of financial assistance, as and if available, from the SRF Program (including without limitation any forgivable loans, grants or other assistance whether available as an alternative to any Bond or BAN related provision otherwise provided for herein or as a supplement or addition thereto). If required by the SRF Program to be eligible for such financial assistance, one or more of the series of the Bonds issued hereunder may be issued on a basis such that the payment of the principal of or interest on such series of Bonds is junior and subordinate to the payment of the principal of and interest on other series of Bonds issued hereunder (and/or any other revenue bonds secured by a pledge of Net Revenues, whether now outstanding or hereafter issued), all as provided by the terms of such series of Bonds as modified pursuant to this authorization. Such financial assistance, if any, shall be as provided in the Financial Assistance Agreement and the Bonds of each series of Bonds issued hereunder (including any modification made pursuant to the authorization in this paragraph to the form of Bond otherwise contained herein).

(c) The Mayor and Controller are authorized, on behalf of the City, to select and appoint a qualified financial institution to serve as Registrar and Paying Agent for the Bonds, which Registrar is hereby charged with the responsibility of authenticating the Bonds ("Registrar" or "Paying Agent"). The Controller is hereby authorized, on behalf of the Board, to enter into such agreements or understandings with such institution as will enable the institution to perform the services required of a Registrar and Paying Agent. The Controller is further authorized to pay such fees as the institution may charge for the services it provides as Registrar and Paying Agent, and such fees may be paid from the Sewage Works Sinking Fund established to pay the principal of and interest on the Bonds and fiscal agency charges.

As to the BANS and as to the Bonds, if any purchaser does not object to such designation, the Controller may serve as Registrar and Paying Agent and is hereby charged with the duties of a Registrar and Paying Agent.

If any Bonds or BANs are sold to the Authority as part of its SRF Program, the principal of and interest thereon shall be paid by wire transfer to such financial institution if and as directed by the Authority on the due date of such payment or, if such due date is a day when financial institutions are not open for business, on the business day immediately after such due date. So long as the Authority is the owner of the Bonds or BANs, such Bonds and BANs shall be presented for payment as directed by the Authority.

If wire transfer payment is not required and for any Bonds not sold to the Authority, the principal of the Bonds shall be payable at the principal office of the Paying Agent and all payments of interest on the Bonds shall be paid by check mailed one business day prior to the interest payment date to the registered owners thereof, as the names appear as of the fifteenth day of the month preceding the interest payment date ("Record Date"), at the addresses as they appear on the registration books kept by the Registrar or at such other address as is provided to the Paying Agent in writing by such registered owner on or before such Record Date. If payment of principal or interest is made to a depository, payment shall be made by wire transfer on the payment date in same-day funds. If the payment date occurs on a date when financial institutions are not open for business, the wire transfer shall be made on the next succeeding business day. The Paying Agent shall be instructed to wire transfer payments by 1:00 p.m. (New York City time) so such payments are received at the depository by 2:30 p.m. (New York City time).

All payments on the BANs and Bonds shall be made in any coin or currency of the United States of America, which on the date of such payment, shall be legal tender for the payment of public and private debts.

Each Bond shall be transferable or exchangeable only upon the books of the City kept for that purpose at the principal office of the Registrar, by the registered owner thereof in person, or by its attorney duly authorized in writing, upon surrender of such Bond together with a written instrument of transfer or exchange satisfactory to the Registrar duly executed by the registered owner or its attorney duly authorized in writing, and thereupon a new fully registered Bond or Bonds in the same aggregate principal amount and of the same maturity shall be executed and delivered in the name of the transferee or transferees or the registered owner, as the case may be, in exchange therefor. The costs of such transfer or exchange shall be borne by the City. The City and the Registrar and Paying Agent for the Bonds may treat and consider the person in whose name such Bonds are registered as the absolute owner thereof for all purposes including for the purpose of receiving payment of, or on account of, the principal thereof and interest due thereon.

The Registrar and Paying Agent may at any time resign as Registrar and Paying Agent upon giving 30 days' notice in writing to the City and by first class mail to each registered owner of the Bonds then outstanding, and such resignation will take effect at the end of such 30 day period or upon the earlier appointment of a successor registrar and paying agent by the City. Any such notice to the City may be served personally or sent by registered mail. The Registrar and Paying Agent may be removed at any time as Registrar and Paying Agent by the City, in which event the City may appoint a successor registrar and paying agent. The City shall notify each registered owner of the Bonds then outstanding by first class mail of the removal of the

Registrar and Paying Agent. Notices to the registered owners of the Bonds shall be deemed to be given when mailed by first class mail to the addresses of such registered owners as they appear on the registration books kept by the Registrar.

Upon the appointment of any successor registrar and paying agent by the City, the Controller is authorized and directed to enter into such agreements and understandings with such successor registrar and paying agent as will enable the institution to perform the services required of a registrar and paying agent for the Bonds. The Controller is further authorized to pay such fees as the successor registrar and paying agent may charge for the services it provides as registrar and paying agent and such fees may be paid from the Sewage Works Sinking Fund as set forth in Section 12 hereof. Any predecessor registrar and paying agent shall deliver all of the Bonds and any cash or investments in its possession with respect thereto, together with the registration books, to the successor registrar and paying agent.

Interest on any Bonds sold to the Authority as part of its SRF Program shall be payable from the date or dates of payments made by the Authority as part of its purchase of the Bonds as set forth in the Financial Assistance Agreement. Interest on all other Bonds shall be payable from the interest payment date to which interest has been paid next preceding the authentication date of the Bonds unless the Bonds are authenticated after the Record Date and on or before such interest payment date in which case they shall bear interest from such interest payment date, or unless the Bonds are authenticated on or before the Record Date preceding the first interest payment date, in which case they shall bear interest from the original date until the principal shall be fully paid.

(d) The City has determined that it may be beneficial to have the Bonds held by a central depository system pursuant to an agreement between the City and The Depository Trust

Company, New York, New York ("Depository Trust Company") and have transfers of the Bonds effected by book-entry on the books of the central depository system ("Book Entry System"). The Bonds may be initially issued in the form of a separate single authenticated fully registered bond for the aggregate principal amount of each separate maturity of the Bonds. In such case, upon initial issuance, the ownership of such Bonds shall be registered in the register kept by the Registrar in the name of CEDE & CO., as nominee of the Depository Trust Company.

With respect to the Bonds registered in the register kept by the Registrar in the name of CEDE & CO., as nominee of the Depository Trust Company, the City and the Paying Agent shall have no responsibility or obligation to any other holders or owners (including any beneficial owner ("Beneficial Owner")) of the Bonds with respect to (i) the accuracy of the records of the Depository Trust Company, CEDE & CO., or any Beneficial Owner with respect to ownership questions, (ii) the delivery to any bondholder (including any Beneficial Owner) or any other person, other than the Depository Trust Company, of any notice with respect to the Bonds including any notice of redemption, or (iii) the payment to any bondholder (including any Beneficial Owner) or any other person, other than the Depository Trust Company, of any amount with respect to the principal of, or premium, if any, or interest on the Bonds except as otherwise provided herein.

No person other than the Depository Trust Company shall receive an authenticated Bond evidencing an obligation of the City to make payments of the principal of and premium, if any, and interest on the Bonds pursuant to this ordinance. The City and the Registrar and Paying Agent may treat as and deem the Depository Trust Company or CEDE & CO. to be the absolute bondholder of each of the Bonds for the purpose of (i) payment of the principal of and premium, if any, and interest on such Bonds; (ii) giving notices of redemption and other notices permitted

to be given to bondholders with respect to such Bonds; (iii) registering transfers with respect to such Bonds; (iv) obtaining any consent or other action required or permitted to be taken of or by bondholders; (v) voting; and (vi) for all other purposes whatsoever. The Paying Agent shall pay all principal of and premium, if any, and interest on the Bonds only to or upon the order of the Depository Trust Company, and all such payments shall be valid and effective fully to satisfy and discharge the City's and the Paying Agent's obligations with respect to principal of and premium, if any, and interest on the Bonds to the extent of the sum or sums so paid. Upon delivery by the Depository Trust Company to the City of written notice to the effect that the Depository Trust Company has determined to substitute a new nominee in place of CEDE & CO., and subject to the provisions herein with respect to consents, the words "CEDE & CO." in this resolution shall refer to such new nominee of the Depository Trust Company. Notwithstanding any other provision hereof to the contrary, so long as any Bond is registered in the name of CEDE & CO., as nominee of the Depository Trust Company, all payments with respect to the principal of and premium, if any, and interest on such Bonds and all notices with respect to such Bonds shall be made and given, respectively, to the Depository Trust Company as provided in a representation letter from the City to the Depository Trust Company.

Upon receipt by the City of written notice from the Depository Trust Company to the effect that the Depository Trust Company is unable or unwilling to discharge its responsibilities and no substitute depository willing to undertake the functions of the Depository Trust Company hereunder can be found which is willing and able to undertake such functions upon reasonable and customary terms, then the Bonds shall no longer be restricted to being registered in the register of the City kept by the Registrar in the name of CEDE & CO., as nominee of the Depository Trust Company, but may be registered in whatever name or names the bondholders

transferring or exchanging the Bonds shall designate, in accordance with the provisions of this resolution.

If the City determines that it is in the best interest of the bondholders that they be able to obtain certificates for the fully registered Bonds, the City may notify the Depository Trust Company and the Registrar, whereupon the Depository Trust Company will notify the Beneficial Owners of the availability through the Depository Trust Company of certificates for the Bonds. In such event, the Registrar shall prepare, authenticate, transfer and exchange certificates for the Bonds as requested by the Depository Trust Company and any Beneficial Owners in appropriate amounts, and whenever the Depository Trust Company requests the City and the Registrar to do so, the Registrar and the City will cooperate with the Depository Trust Company by taking appropriate action after reasonable notice (i) to make available one or more separate certificates evidencing the fully registered Bonds of any Beneficial Owner's Depository Trust Company account or (ii) to arrange for another securities depository to maintain custody of certificates for and evidencing the Bonds.

If the Bonds shall no longer be restricted to being registered in the name of the Depository Trust Company, the Registrar shall cause the Bonds to be printed in blank in such number as the Registrar shall determine to be necessary or customary; provided, however, that the Registrar shall not be required to have such Bonds printed until it shall have received from the City indemnification for all costs and expenses associated with such printing.

In connection with any notice or other communication to be provided to bondholders by the City or the Registrar with respect to any consent or other action to be taken by bondholders, the City or the Registrar, as the case may be, shall establish a record date for such consent or

other action and give the Depository Trust Company notice of such record date not less than fifteen (15) calendar days in advance of such record date to the extent possible.

So long as the Bonds are registered in the name of the Depository Trust Company or CEDE & CO. or any substitute nominee, the City and the Registrar and Paying Agent shall be entitled to request and to rely upon a certificate or other written representation from the Beneficial Owners of the Bonds or from the Depository Trust Company on behalf of such Beneficial Owners stating the amount of their respective beneficial ownership interests in the Bonds and setting forth the consent, advice, direction, demand or vote of the Beneficial Owners as of a record date selected by the Registrar and the Depository Trust Company, to the same extent as if such consent, advice, direction, demand or vote were made by the bondholders for purposes of this ordinance and the City and the Registrar and Paying Agent shall for such purposes treat the Beneficial Owners as the bondholders. Along with any such certificate or representation, the Registrar may request the Depository Trust Company to deliver, or cause to be delivered, to the Registrar a list of all Beneficial Owners of the bonds, together with the dollar amount of each Beneficial Owner's interest in the Bonds and the current addresses of such Beneficial Owners.

(e) In the event any Bond is mutilated, lost, stolen or destroyed, the City may cause to be executed and the Registrar may authenticate a new Bond of like date, maturity, series and denomination as the mutilated, lost, stolen or destroyed Bond, which new Bond shall be marked in a manner to distinguish it from the Bond for which it was issued; provided, that in the case of any mutilated Bond, such mutilated Bond shall first be surrendered to the Registrar, and in the case of any lost, stolen or destroyed Bond there shall be first furnished to the Registrar evidence of such loss, theft or destruction satisfactory to the City and the Registrar, together

with indemnity satisfactory to them. In the event that any such mutilated, lost, stolen or destroyed Bond shall have matured or been called for redemption, instead of causing to be issued a duplicate Bond, the Registrar and Paying Agent may pay the same upon surrender of the mutilated Bond or upon satisfactory indemnity and proof of loss, theft or destruction in the case of a lost, stolen or destroyed Bond. The City and the Registrar and Paying Agent may charge the owner of any such Bond with their reasonable fees and expenses in connection with the above. Every substitute Bond issued by reason of any Bond being lost, stolen or destroyed shall, with respect to such Bond, constitute a substitute contractual obligation of the City pursuant to this ordinance, whether or not the lost, stolen or destroyed Bond shall be found at any time, and shall be entitled to all the benefits of this ordinance, equally and proportionately with any and all other Bonds duly issued hereunder.

In the event that any Bond is not presented for payment or redemption on the date established therefor, the City may deposit in trust with the Paying Agent an amount sufficient to pay such Bond or the redemption price thereof, as appropriate, and thereafter the owner of such Bond shall look only to the funds so deposited in trust with the Paying Agent for payment and the City shall have no further obligation or liability with respect thereto.

(f) The City hereby declares its official intent to complete the Project; to reimburse certain costs of completing the Project with proceeds of debt to be incurred by the City, and to issue debt not exceeding $257,470,000 in aggregate principal amount for purposes of paying and reimbursing costs of the Project.

Section 3. Redemption of BANs and Bonds. (a) For any Bonds not sold to the Authority as part of its SRF Program, the Bonds are redeemable at the option of the City, but no sooner than ten (10) years from their date of issuance, on thirty (30) days' notice, in whole or in

part, in the order of maturity as determined by the City and by lot within a maturity, at face value, together with a premium no greater than 2%, plus in each case accrued interest to the date fixed for redemption. The exact redemption features shall be determined by the Controller with the advice of the City's financial advisor prior to the sale of the Bonds.

For any Bonds sold to the Authority as part of its SRF Program, such Bonds are redeemable at the option of the City, but no sooner than ten (10) years after their date of delivery, and thereafter on any date, on sixty (60) days' notice, in whole or in part, in inverse order of maturity, and by lot within a maturity, at face value together with a premium no greater than 2%, plus accrued interest to the date fixed for redemption; provided, however, if the Bonds are sold to the SRF Program and registered in the name of the Authority, the Bonds shall not be redeemable at the option of the City unless and until consented to by the Authority. The exact redemption dates and premiums shall be established by the Controller, with the advice of the City's financial advisor, prior to the sale of the Bonds.

If any Bond is issued as a term bond, the Paying Agent shall credit against the mandatory sinking fund requirement for the Bonds maturing as term bonds, and corresponding mandatory redemption obligation, in the order determined by the City, any Bonds maturing as term bonds which have previously been redeemed (otherwise than as a result of a previous mandatory redemption requirement) or delivered to the Registrar for cancellation or purchased for cancellation by the Paying Agent and not theretofore applied as a credit against any redemption obligation. Each Bond maturing as a term bond so delivered or canceled shall be credited by the Paying Agent at 100% of the principal amount thereof against the mandatory sinking fund obligation on such mandatory sinking fund date, and any excess of such amount shall be credited on future redemption obligations, and the principal amount of the Bonds to be redeemed by

operation of the mandatory sinking fund requirement shall be accordingly reduced; provided, however, the Paying Agent shall credit only such Bonds maturing as term bonds to the extent received on or before forty-five (45) days preceding the applicable mandatory redemption date.

Each authorized denomination amount shall be considered a separate bond for purposes of optional and mandatory redemption. If less than an entire maturity is called for redemption, the Bonds to be called for redemption shall be selected by lot by the Registrar. If some Bonds are to be redeemed by optional redemption and mandatory sinking fund redemption on the same date, the Registrar shall select by lot the Bonds for optional redemption before selecting the Bonds by lot for the mandatory sinking fund redemption.

(b) In either case, notice of such redemption shall be given not less than sixty (60) days, for any Bonds sold to the Authority as part of its SRF Program, and at least thirty (30) days for any Bonds sold to another purchaser, prior to the date fixed for redemption by mail unless the notice is waived by the registered owner of a Bond. Such notice shall be mailed to the address of the registered owners as shown on the registration records of the City as of the date which is sixty-five (65) days for any Bonds sold to the Authority as part of its SRF Program, and forty-five (45) days for any Bonds sold to another purchaser, prior to such redemption date. The notice shall specify the date and place of redemption and sufficient identification of the Bonds called for redemption. The place of redemption shall be determined by the City. Interest on the Bonds so called for redemption shall cease on the redemption date fixed in such notice if sufficient funds are available at the principal office of the Paying Agent to pay the redemption price on the date so named. Coincidentally with the payment of the redemption price, the Bonds so called for redemption shall be surrendered for cancellation.

Section 4. Execution and Authentication of the Bonds and BANs. The Bonds and BANs shall be executed in the name of the City by the manual or facsimile signature of the Mayor of the City (the "Mayor"), countersigned by the manual or facsimile signature of the Controller and attested by the manual or facsimile signature of the Clerk of the City (the "Clerk"), who shall cause the seal of the City or a facsimile thereof to be affixed to each of the Bonds and BANs. These officials, by the signing of a Signature and No Litigation Certificate, shall adopt as and for their own proper signatures their facsimile signatures appearing on the Bonds and BANs. The Bonds shall be authenticated by the manual signature of the Registrar, and no Bond shall be valid or become obligatory for any purpose until the certificate of authentication thereon has been so executed. In case any official whose signature appears on any Bond or BAN shall cease to be such official before the delivery of such Bond or BAN, the signature of such official shall nevertheless be valid and sufficient for all purposes, the same as if such official had been in office at the time of such delivery. Subject to the provisions of this ordinance regarding the registration of the Bonds, the Bonds shall be fully negotiable instruments under the laws of the State of Indiana.

Section 5. Security and Sources of Payment for the Bonds. The Bonds, as and to the extent paid for and delivered to the purchaser thereof as to both principal and interest, shall be valid and binding special revenue obligations of the City, payable solely from and secured by an irrevocable pledge of and constituting a charge upon all of the Net Revenues to be set aside into the Sewage Works Sinking Fund as herein provided and shall rank on a parity with the Prior Bonds and senior to the Zanesville Bonds. The City shall not be obligated to pay the Bonds or the interest thereon except from the Net Revenues of the Sewage Works, and the Bonds shall not

constitute an indebtedness of the City within the meaning of the provisions and limitations of the constitution of the State of Indiana.

Section 6. Form of the Bonds. The form and tenor of the Bonds shall be substantially as set forth in Exhibit B attached hereto and incorporated herein as if set forth at this place (with all blanks to be filled in properly and all necessary additions and deletions to be made prior to the delivery thereof).

Section 7. Issuance, Sale and Delivery of the BANs and the Bonds; Official Statement. (a) Generally. The Controller is hereby authorized and directed to have the BANs and Bonds prepared, and the Mayor, the Controller and the Clerk are each hereby authorized and directed to execute, and attest as appropriate, the BANs and the Bonds in the form and manner herein provided. The Controller is hereby authorized and directed to deliver the BANs and the Bonds to the respective purchasers thereof after sale made in accordance with the provisions of this ordinance, provided that at the time of said delivery the Controller shall collect the full amount which the respective purchasers have agreed to pay therefor, which amount shall not be less than par value of the BANs if sold to the Authority as part of its SRF Program or not less than 99% of the par value of the BANs if sold to any other purchaser, or not less than par value of the Bonds if sold to the Authority as part of its SRF Program, and not less than 98% of the par value of the Bonds if sold to any other purchaser, as the case may be. Payment for the BANs and any Bonds sold to the Authority as a part of its SRF Program may be made in installments. Each series of Bonds herein authorized and delivered to the purchaser shall be the binding special revenue obligations of the City. The proceeds derived from the sale of the Bonds and BANs shall be and are hereby set aside for application on the cost of the Project hereinbefore referred to, the refunding of the BANs, if issued, and the expenses necessarily

incurred in connection with the BANs and Bonds. The proper officers of the City are hereby directed to draw all proper and necessary warrants, and to do whatever acts and things which may be necessary to carry out the provisions of this ordinance.

(b) Public Sale of any Series of Bonds. If any Bonds are sold by public sale, prior to the sale of the Bonds, the Controller shall cause to be published either (i) a notice of bond sale in the *Fort Wayne News-Sentinel* and *The Journal Gazette*, the only newspapers published in the City, two times, at least one week apart, the first publication made at least fifteen (15) days before the date of the sale and the second publication being made at least three (3) days before the date of the sale, or (ii) a notice of intent to sell in the newspapers described in (i) above and the *Court & Commercial Record*, all in accordance with IC 5-1-11 and IC 5-3-1. The notice of such sale or a summary thereof may also be published in *The Bond Buyer*, a financial journal published in the City and State of New York and/or in other publications, in the discretion of the Controller. The notice shall state the character and amount of the Bonds, the maximum rate of interest thereon, the terms and conditions upon which bids will be received and the sale made, and such other information as the Controller and the attorneys employed by the City shall deem advisable and any summary notice may contain any information deemed so advisable. The notice may provide, among other things, that electronic bidding will be permitted and that the successful bidder shall be required to submit a certified or cashier's check or a wire transfer in an amount equal to 1% of the principal amount of the Bonds described in the notice to guarantee performance on the part of the bidder, not later than 3:30 p.m. (Fort Wayne time) on the next business day following the award. In the event the successful bidder shall fail or refuse to accept delivery of the Bonds and pay for the same as soon as the Bonds are ready for delivery, or at the time fixed in the notice of sale, then said check and the proceeds thereof shall be the property of

the City and shall be considered as its liquidated damages on account of such default. Bidders for the Bonds will be required to name the rate or rates of interest which the Bonds are to bear, not exceeding the maximum rate hereinbefore fixed, and such interest rate or rates shall be in multiples of one eighth (1/8), one-twentieth (1/20) or one one hundredth (1/100) of one percent (1%). The rate bid on a maturity shall be equal to or greater than the rate bid on the immediately preceding maturity. No conditional bid or bid for less than 98% of the face amount of the Bonds will be considered. The opinion of Ice Miller LLP, bond counsel of Indianapolis, Indiana, approving the legality of the Bonds, will be furnished to the purchaser at the expense of the City.

The Bonds shall be awarded by the Controller to the best bidder who has submitted his bid in accordance with the terms of this ordinance, IC 5-1-11 and the notice of sale. The best bidder will be the one who offers the lowest net interest cost to the City, to be determined by computing the total interest on all of the Bonds to their maturities and adding thereto the discount bid, if any, and deducting the premium bid, if any. The right to reject any and all bids shall be reserved. If an acceptable bid is not received on the date of sale, the sale may be continued from day to day thereafter without further advertisement for a period of thirty (30) days, during which time no bid which provides a higher net interest cost to the City than the best bid received at the time of the advertised sale will be considered.

Distribution of an Official Statement (preliminary and final) prepared by H.J. Umbaugh & Associates, Certified Public Accountants, LLP, on behalf of the City, is hereby approved and the Mayor or the Controller are authorized and directed to execute the Official Statement on behalf of the City in a form consistent with this ordinance. The Mayor or the Controller are hereby authorized to designate the preliminary Official Statement as "nearly final" for purposes of Rule 15c2-12 promulgated by the Securities and Exchange Commission ("Rule").

(c) As an alternative to public sale, the Controller may negotiate the sale of any series of Bonds to the Authority as a part of its SRF Program. The Mayor and the Controller are hereby authorized to: (i) submit an application to the Authority as a part of its SRF Program; (ii) execute a Financial Assistance Agreement with the Authority with terms conforming to this ordinance; and (iii) sell such Bonds upon such terms as are acceptable to the Mayor and the Controller consistent with the terms of this ordinance. The substantially final form of Financial Assistance Agreement attached to this ordinance is incorporated herein by reference is hereby approved by the Common Council, and the Mayor and Controller are hereby authorized to execute and deliver the same, and to approve any changes in form or substance to the Financial Assistance Agreement, which are consistent with the terms of this ordinance, such changes to be conclusively evidenced by its execution.

Section 8. Credit Enhancement; Opinion of Bond Counsel. (a) In the event the financial advisor to the City certifies to the City that it would be economically advantageous for the City to obtain a municipal bond insurance policy, the City hereby authorizes the purchase of such an insurance policy. The acquisition of a municipal bond insurance policy is hereby deemed economically advantageous in the event the difference between the present value cost of (a) the debt service on the Bonds if issued without municipal bond insurance and (b) the total debt service on the Bonds if issued with municipal bond insurance, is greater than the cost of the premium on the municipal bond insurance policy. If such an insurance policy is purchased, the Mayor and the Controller are herby authorized to execute and delivery all agreements with the provider of the insurance policy to the extent necessary to comply with the terms of such insurance policy and the commitment to issue such policy. Such agreement shall be deemed a part of this ordinance for all purposes and is hereby incorporated hereby by reference.

(b) Prior to the delivery of any series of Bonds or BANs, the City shall obtain a legal opinion as to the validity of the Bonds and BANs from Ice Miller LLP, Indianapolis, Indiana, bond counsel for the City, with such opinion to be furnished to the purchasers of the Bonds and BANs at the expense of the City. The costs of obtaining any such insurance, other credit enhancement and/or credit ratings, together with bond counsel's fee in preparing and delivering such opinions and in the performance of related services in connection with the issuance, sale and delivery of the Bonds and BANs, shall be considered as a part of the cost of the Project and shall be paid out of the proceeds of the Bonds or BANs, as the case may be.

Section 9. Disposition of Proceeds of the Bonds and BANs; City of Fort Wayne Sewage Works Construction Account. The proceeds from the sale of the Bonds and BANs shall be deposited and applied as follows:

(a) The accrued interest, if any, and any premium received at the time of delivery of the Bonds shall be deposited in the Sewage Works Sinking Fund continued by this ordinance. Any proceeds of the Bonds to be used for deposits into the Reserve Accounts shall be deposited into either the hereinafter defined Reserve Account or the SRF Reserve Account, as the case may be.

(b) The remaining proceeds from the sale of the Bonds and BANs shall be deposited in a bank or banks which are legally qualified depositories for the funds of the City, in the special account to be designated as "City of Fort Wayne Sewage Works Construction Account" (the "Construction Account"). Amounts in the Construction Account shall be expended only for the purpose of paying the costs of the Project, as described in this ordinance and in the Act, refunding the BANs if issued, together with all authorized costs relating thereto, including the costs of issuance of the Bonds and BANs, and as otherwise permitted or required

by the Act and this ordinance. Any balance or balances remaining unexpended in the Construction Account after completion of the Project, which are not required to meet unpaid obligations incurred in connection with the construction of the Project, shall be used solely for one or more of the purposes permitted under the provisions of Indiana Code 5-1-13, as amended. Pursuant to the Act, the owners of the Bonds shall be entitled to a lien on the proceeds of the Bonds until such proceeds are applied as required by this ordinance and by Indiana law.

(c) With respect to any Bonds sold to the Authority as part of its SRF Program, to the extent that (a) the total principal amount of the Bonds is not paid by the purchaser or drawn down by the City or (b) proceeds remain in the Construction Account and are not applied to the Project (or any modifications or additions thereto approved by the Department and the Authority), the City shall reduce the principal amount of the Bond maturities to effect such reduction in a manner that will still achieve the annual debt service as described in Section 2 subject to and upon the terms set forth in the Financial Assistance Agreement.

Section 10. Segregation and Application of Sewage Works Revenues. All revenues derived from the operation of the Sewage Works and from the collection of sewage rates and charges shall be deposited in a special fund of the City (the "Revenue Fund") and segregated and kept separate and apart from all other funds and bank accounts of the City. Out of said revenues the proper and reasonable expenses of operation, repair and maintenance of the Sewage Works shall be paid, the principal and interest of all bonds and fiscal agency charges of bank paying agents shall be paid, the Reserve Accounts shall be funded, and the costs of replacements, extensions, additions and improvements shall be paid as hereinafter provided. PILOTs shall be made not more frequently than semiannually on June 30 and December 31 and may be made

only if all monthly deposits required by this ordinance are current and held as of such dates in the Operation and Maintenance Fund and the Sinking Fund (each as defined herein). Other than the PILOTs, no moneys derived from the revenues of the Sewage Works shall be transferred to the General Fund of the City or be used for any purpose not connected with the Sewage Works. All moneys deposited in the Revenue Fund may be invested in accordance with IC 5-13, as amended and as applicable, pursuant to IC 4-4-11 and IC 13-18-13.

Section 11. Operation and Maintenance Fund. The Operation and Maintenance Fund is hereby continued. On the last day of each calendar month, revenues of the Sewage Works shall be transferred from the Revenue Fund to the Operation and Maintenance Fund. The balance maintained in this Fund shall be sufficient to pay the expenses of operation, repair and maintenance for the then next succeeding two calendar months. The moneys credited to this Fund shall be used for the payment of the reasonable and proper operation, repair and maintenance expenses of the sewage works on a day-to-day basis, but none of the moneys in such Fund shall be used for depreciation, replacements, improvements, extensions or additions. Any monies in said Fund in the excess of the expected expenses of operation, repair and maintenance for the next succeeding month may be transferred to the Sinking Fund if necessary to prevent a default in the payment of principal of or interest on the outstanding bonds of the Sewage Works.

Section 12. Sewage Works Sinking Fund. (a) The special fund designated the "Sewage Works Sinking Fund," continued under the Prior Ordinances is hereby continued and designated as the special fund for the payment of the interest on and principal of the Bonds and the payment of any fiscal agency charges in connection with the payment of the Bonds and interest thereon. There shall be set aside and deposited in the Sewage Works Sinking Fund

("Sinking Fund"), as available, and as hereinafter provided, a sufficient amount of the Net Revenues of the Sewage Works to meet the requirements of the Bond and Interest Account hereby continued and the Reserve Accounts (as hereinafter defined) hereby continued in the Sinking Fund. The special account within the Sinking Fund designated as the "Sewage Works Reserve Account," is hereby continued as a debt service reserve for all Prior Bonds except those initially purchased by or for the account of the SRF Program and is constituted as a debt service reserve for any Bonds issued hereunder which are not initially purchased by or for the account of the SRF Program. The SRF Reserve Account is hereby continued as a debt service reserve for the Prior Bonds which were initially purchased by or for the account of the SRF Program and shall serve as the debt service reserve for all Bonds issued hereunder which are initially purchased by or for the account of the SRF Program. Such payments shall continue until the balances in the Bond and Interest Account and the Reserve Accounts, equal the principal of and interest on all of the then outstanding bonds of the Sewage Works to their final maturity.

(b) Bond and Interest Account. There is hereby continued, within the Sinking Fund, the Bond and Interest Account. There shall be credited on the last day of each calendar month from the Revenue Fund to the Bond and Interest Account an amount of the Net Revenues equal to at least one-twelfth (1/12) of the principal and at least one-sixth (1/6) of the interest on all then outstanding bonds payable on the then next succeeding principal and interest payment dates until the amount of interest and principal payable on the then next succeeding respective interest and principal payment dates shall have been so credited. Beginning on August 1, 2033, there shall be credited on the last day of each calendar month from the Revenue Fund to the Bond and Interest Account an amount of the Net Revenues equal to at least one-sixth (1/6) of the principal and at

least one-sixth (1/6) of the interest on all then outstanding bonds payable on the then next succeeding principal and interest payment date until the amount of interest and principal payable on the then next succeeding interest and principal payment date shall have been so credited. There shall similarly be credited to the account any amount necessary to pay the bank fiscal agency charges for paying principal and interest on the then outstanding bonds as the same becomes payable. The City shall, from the sums deposited in the Sinking Fund and credited to the Bond and Interest Account, remit promptly to the registered owner or to the bank fiscal agency sufficient moneys to pay the interest on the due dates thereof together with the amount of bank fiscal agency charges.

(c) Reserve Accounts. On the date of delivery of any series of Bonds which are not initially purchased by or for the account of the SRF Program, funds on hand of the Sewage Works, Bond proceeds, a debt service reserve surety bond ("Surety Bond"), or a combination thereof may be deposited into the Sewage Works Reserve Account ("Reserve Account") hereby continued. The balance to be maintained in the Reserve Account shall equal but not exceed the least of (i) maximum annual debt service on the Prior Bonds (not initially purchased by or for the account of the SRF Program), Bonds (not initially purchased by or for the account of the SRF Program) and any parity bonds issued in the future by the City which are payable from Net Revenues of the Sewage Works ("Parity Bonds") and not initially purchased by or for the account of the SRF Program; (ii) 125% of average annual debt service on the Prior Bonds (not initially purchased by or for the account of the SRF Program), the Bonds (not initially purchased by or for the account of the SRF Program) and any Parity Bonds (not initially purchased by or for the account of the SRF Program) or (iii) 10% of the proceeds of the Prior Bonds (not initially purchased by or for the account of the SRF Program), the Bonds (not initially purchased by or

for the account of the SRF Program) and any Parity Bonds (not initially purchased by or for the account of the SRF Program) ("Reserve Requirement"). If the initial deposit into the Reserve Account does not cause the balance therein to equal the Reserve Requirement or if no deposit is made, a sum of Net Revenues shall be credited to the Reserve Account on the last day of each calendar month until the balance therein equals the Reserve Requirement. The monthly deposits of Net Revenues shall be equal in amount and sufficient to accumulate the Reserve Requirement within (i) twelve (12) months or (ii) five years, after the Prior Bonds are no longer outstanding, of the date of delivery of the Bonds. The Reserve Account shall not secure and may not be used to pay the Zanesville Bonds, or any Prior Bonds, Bonds or Parity Bonds which are initially purchased by or for the account of the SRF Program.

On the date of delivery of any series of Bonds which are initially purchased by or for the account of the SRF Program, funds on hand of the Sewage Works, Bond proceeds, a Surety Bond, or a combination thereof may be deposited into the SRF Reserve Account (collectively, with the Reserve Account, referred to as "Reserve Accounts") hereby continued. The balance to be maintained in the SRF Reserve Account shall equal the maximum annual debt service on the Prior Bonds (initially purchased by or for the account of the SRF Program), the Bonds initially purchased by or for the account of the SRF Program and any Parity Bonds initially purchased by or for the account of the SRF Program ("SRF Reserve Requirement"); provided, however, the SRF Reserve Requirement is defined as the initial reserve requirement, and the amount held therein will be decreased on the second day of each January to the maximum annual debt service on the then outstanding Prior Bonds, Bonds and Parity Bonds initially purchased by or for the account of the SRF Program in the then present or any succeeding year, and provided, further than the City shall give 15 days prior written notice to the Authority before transferring funds out

of the SRF Reserve Account. If the initial deposit into the SRF Reserve Account does not cause the balance therein to equal the SRF Reserve Requirement or if no deposit is made, a sum of Net Revenues shall be credited to the SRF Reserve Account on the last day of each calendar month until the balance therein equals the SRF Reserve Requirement. The monthly deposits of Net Revenues shall be equal in amount and sufficient to accumulate the SRF Reserve Requirement within (i) twelve (12) months or (ii) five years, after the Prior Bonds are no longer outstanding, of the date of delivery of the Bonds. The SRF Reserve Account shall not secure and may not be used to pay the Zanesville Bonds, or any Prior Bonds, Bonds or Parity Bonds which are not initially purchased by or for the account of the SRF Program.

The Surety Bond must be issued by an insurance company rated (at the time the Surety Bond is purchased) in the highest rating category by Standard & Poor's Corporation or Moody's Investors Service. However, as long as any of the Prior Bonds or Bonds initially purchased by or for the account of the SRF Program, the City shall receive consent of the Authority before funding any portion of the SRF Reserve Account with such Surety Bond. If such a Surety Bond is purchased, the Mayor and the Controller are hereby authorized to execute and deliver all agreements with the provider of the Surety Bond to the extent necessary to comply with the terms of such Surety Bond and the commitment to issue such policy. Such agreements shall be deemed a part of this ordinance for all purposes and are hereby incorporated herein by reference.

The respective Reserve Accounts shall constitute the margin for safety and a protection against default in the payment of principal and interest on the respective Prior Bonds, the Bonds and any Parity Bonds which they respectively secure, and moneys in the respective Reserve Accounts shall be used to pay current principal and interest on the respective Prior Bonds, the Bonds and any Parity Bonds which they respectively secure to the extent that moneys in the

Bond and Interest Account, after applied on a pro rata basis to any outstanding Prior Bonds, Bonds and Parity Bonds, are insufficient for that purpose. Any deficiency in the balances maintained in the respective Reserve Accounts shall be promptly made up from the next available Net Revenues remaining after credits into the Bond and Interest Account on a pro rata basis within a twelve (12) month period. Any moneys in the respective Reserve Accounts in excess of the Reserve Requirement or the SRF Reserve Requirement shall be transferred to the Sewage Works Improvement Fund.

(a) If any Bonds are initially purchased by or for the account of the SRF Program, the Sinking Fund, containing the Bond and Interest Account and the Reserve Accounts, and the Construction Account may be held by a financial institution acceptable to the Authority, pursuant to terms acceptable to the Authority. If all or a portion of the Sinking Fund and the accounts therein are held in trust, the City shall transfer the monthly required amounts of Net Revenues to the Bond and Interest Account and the Reserve Accounts in accordance with this Section 12, and the financial institution holding such funds in trust shall be instructed to pay the required payments in accordance with the payment schedules for the City's outstanding bonds. The financial institution selected to serve in this role may also serve as the Registrar and the Paying Agent for such Bonds. If the Construction Account is held in trust, the City shall deposit the proceeds of such Bonds therein until such proceeds are applied consistent with this ordinance and the Financial Assistance Agreement. The Common Council hereby authorizes the Mayor and Controller to execute and deliver an agreement with a financial institution to reflect this trust agreement for all or a part of the Sinking Fund and the Construction Account in the form of trust agreement as approved by the Mayor and the Controller, consistent with the terms and provisions of this ordinance.

Section 13. Sewage Works Improvement Fund. After meeting the requirements of the Operation and Maintenance Fund and the Sinking Fund, any excess revenues may be transferred or credited from the Revenue Fund to the "Sewage Works Improvement Fund," hereby continued, and said Fund shall be used for replacements, additions, improvements and extensions of the Sewage Works or for any other lawful purpose, so long as such use pertains to and involves the business of the Sewage Works. PILOTs shall be made not more frequently than semiannually on June 30 and December 31 and may be made only if the amounts required to be held as of such dates in the Operation and Maintenance Fund and the Sinking Fund pursuant to Section 11 and Section 12 are so held after considering any such contemplated payment. Moneys in the Sewage Works Improvement Fund shall be transferred to the Sinking Fund if necessary to prevent a default in the payment of principal of or interest on the then outstanding bonds or, if necessary, to eliminate any deficiencies in credits to or minimum balance in the Reserve Accounts of the Sinking Fund or may be transferred to the Operation and Maintenance Fund to meet unforeseen contingencies in the operation, repair and maintenance of the Sewage Works.

Section 14. Books of Record and Accounts; Continuing Disclosure. (a) The City shall keep proper books of record and accounts, separate from all of its other records and accounts, in which completed and correct entries shall be made showing all revenues collected from said works and deposited in said funds, and all disbursements made therefrom on account of the operation of the works, and to meet the requirements of the Sewage Works Sinking Fund, and all other financial transactions relating to said works, including the amounts set aside or credited to the Sinking Fund, the Operation and Maintenance Fund and the Sewage Works Improvement Fund, and the cash balances in each of said funds and accounts described herein as

of the close of the preceding fiscal year. Copies of all such statements and reports shall be kept on file in the office of the Controller.

(b) If necessary to comply with the Rule, the City shall execute and deliver a form of Continuing Disclosure Undertaking ("Disclosure Undertaking"). The Mayor or the Controller are hereby authorized and directed to complete and execute the Disclosure Undertaking on behalf of the City, if necessary to comply with the Rule. Notwithstanding any other provisions of this ordinance, failure of the City to comply with the Disclosure Undertaking shall not be considered an event of default under the Bonds or this ordinance.

(c) So long as any of the Prior Bonds or Bonds are held by the Authority, the City shall establish and maintain the books and other financial records of the Project (including the establishment of a separate account or subaccount for the Project) and the Sewage Works in accordance with (i) generally accepted governmental accounting standards for utilities, on an accrual basis, as promulgated by the Government Accounting Standards Board and (ii) the rules, regulations and guidance of the State Board of Accounts.

Section 15. Rates and Charges. The City covenants and agrees that it will establish and maintain just and equitable rates or charges for the use of and the services rendered by said works, to be paid by the owner of each and every lot, parcel of real estate or building that is connected with and uses said Sewage Works by or through any part of the Sewage Works system of the City, or that in any way uses or is served by such Sewage Works. Such rates or charges shall, to the extent permitted by law and only so long as the Prior Bonds are outstanding, be sufficient in each year to produce Net Revenues equal to 1.1 times the greater of the average annual debt service on the Prior Bonds, the Bonds and any Parity Bonds or the debt service payable during the next succeeding twelve calendar months on the Prior Bonds, the Bonds and

any Parity Bonds. For these purposes, the interest rate on variable rate debt shall be assumed to be the average interest rate thereon in the preceding calendar year. Such rates and charges shall be sufficient in each year for the payment of the proper and reasonable expenses of Operation and Maintenance (as defined in the Financial Assistance Agreement) of the Sewage Works, to comply with and satisfy all covenants contained in this ordinance including the sums required to be paid into the Sinking Fund by the Act, this ordinance, and the Financial Assistance Agreement, and to pay all obligations of the Sewage Works and of the City with respect to the Sewage Works.

Such rates or charges shall, if necessary, be changed and readjusted from time to time so that the revenues therefrom shall always be sufficient to meet the expenses of Operation and Maintenance of the Sewage Works and the requirements of the Sinking Fund. The rates or charges so established shall apply to any and all use of such Sewage Works by and service rendered to the City and all departments thereof and shall be paid semiannually by the City or the various departments thereof as the charges accrue.

Section 16. Defeasance. If, when the Bonds issued hereunder (or portions thereof) shall have become due and payable in accordance with their terms or shall have been duly called for redemption or irrevocable instructions to call the Bonds (or portions thereof) for redemption shall have been given, and the whole amount of the principal and the interest and the premium, if any, so due and payable upon all of the Bonds (or portions thereof) then outstanding shall be paid; or (i) sufficient moneys, or (ii) direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, the United States of America, the principal of and the interest on which when due will provide sufficient moneys, or (iii) time certificates of deposit fully secured as to both principal and interest by obligations of

the kind described in (ii) above of a bank or banks the principal of and interest on which when due will provide sufficient moneys, shall be held in trust for such purpose, and provision shall also be made for paying all fees and expenses for the redemption, then and in that case the Bonds (or portions thereof) issued hereunder shall no longer be deemed outstanding or entitled to the pledge of the Net Revenues of the City's Sewage Works.

Section 17. Additional Bonds. The City reserves the right to authorize and issue additional BANs at any time ranking on a parity with the BANs. The City also reserves the right to authorize and issue additional Parity Bonds, payable out of the Net Revenues of its Sewage Works, ranking on a parity with the Bonds authorized by this ordinance, for the purpose of financing the cost of future additions, extensions and improvements to the Sewage Works, or to refund obligations, subject to the following conditions:

(a) The interest on and principal of all bonds payable from the revenues of the Sewage Works shall have been paid to date in accordance with the terms thereof, provided, this condition shall be deemed satisfied if any required amount is to be provided from the proceeds of the Parity Bonds or other funds of the City, and all required payments into the Sinking Fund shall have been made in accordance with the provisions of this ordinance.

(b) As of the date of issuance of such additional Parity Bonds, the balance in the Reserve Account shall equal not less than the Reserve Requirement, and the balance in the SRF Reserve Account shall equal not less than the SRF Reserve Requirement, calculated to include principal and interest requirements on the Bonds, any then outstanding parity bonds and the additional Parity Bonds proposed to be issued, provided this condition shall be deemed satisfied if any required amount is to be provided from the proceeds of the

newly issued Parity Bonds or other funds of the City over a period of no longer than five (5) years following the delivery of the Parity Bonds.

(c) The Net Revenues of the Sewage Works in the fiscal year immediately preceding the issuance of any such Parity Bonds shall be not less than one hundred twenty-five percent (125%) of the maximum annual interest and principal requirements of the then outstanding Bonds, any then outstanding parity bonds and the additional Parity Bonds proposed to be issued; or, prior to the issuance of said Parity Bonds, the sewage rates and charges shall be increased or the service area or customer base shall be expanded sufficiently so that said increased rates and charges and/or volume applied to the previous fiscal year's operations would have produced Net Revenues for said year equal to not less than one hundred twenty-five percent (125%) of the maximum annual interest and principal requirements of the then outstanding Bonds, any then outstanding parity bonds and the additional Parity Bonds proposed to be issued. For purposes of this subsection, the records of the Sewage Works shall be analyzed and all showings shall be prepared by a certified public accountant or nationally recognized firm of professionals experienced in analyzing financial records of municipal utilities retained by the City for that purpose.

(d) The principal of and mandatory sinking fund payment dates for said additional Parity Bonds shall be payable on August 1 until the date August 1, 2033 and thereafter, shall be payable semiannually on February 1 and August 1, and the interest on said additional Parity Bonds shall be payable semiannually on February 1 and August 1 during the periods in which such principal and interest are payable. If the additional Parity Bonds are issued as capital appreciation bonds, the amount payable at maturity thereof shall be

payable on February 1 and/or August 1 during the periods in such maturity amounts are payable.

(e) Additional Parity Bonds issued as variable rate debt must be assumed to bear the maximum interest rate thereon for the purpose of certifying satisfaction of the 125% condition set forth above, and a maximum rate must be set for any such variable rate additional Parity Bonds. Furthermore, any put feature associated with such variable rate debt must be covered by remarketing proceeds or a liquidity facility issued by a provider which is rated in one of the two highest short-term rating categories of Moody's Investors Service or Standard & Poors Ratings Group.

(f) For so long as any of the Bonds are outstanding and owned by the Authority as part of its SRF Program, (i) the City obtains the consent of the Authority, (ii) the City has faithfully performed and is in compliance with each of its obligations, agreements and covenants contained in the Financial Assistance Agreement and this resolution, and (iii) the City is in compliance with its National Pollutant Discharge Elimination System permits, except for non-compliance for which purpose the additional Parity Bonds are issued, including refunding bonds issued prior to, but part of the overall plan to eliminate such non-compliance.

Section 18. Additional Covenants of the City. For the purpose of further safeguarding the interests of the owners of the BANs and the Bonds herein authorized, it is specifically provided as follows:

(a) All contracts let by the City in connection with the construction of said Project shall be let after due advertisement as required by the laws of the State of Indiana, and all contractors shall be required to furnish surety bonds in an amount equal to one hundred percent (100%) of the amount of such contracts, to insure the completion of said contracts in

accordance with their terms, and such contractors shall also be required to carry such employers liability and public liability insurance as are required under the laws of the State of Indiana in the case of public contracts, and shall be governed in all respects by the laws of the State of Indiana relating to public contracts.

(b) Said Project shall be constructed under the supervision and subject to the approval of the Consulting Engineers or such other competent engineer as shall be designated by the Board. All estimates for work done or material furnished shall first be checked by the Consulting Engineers and approved by the Board.

(c) So long as the Bonds or BANs are outstanding, the City shall at all times maintain its Sewage Works in good condition and operate the same in an efficient manner and at a reasonable cost.

(d) So long as any of the Bonds or BANs herein authorized are outstanding, the City shall maintain insurance coverage, including fidelity bonds, to protect the Sewage Works and its operations on the insurable parts of said Sewage Works of a kind and in an amount such as would normally be carried by private companies engaged in a similar type of business, and, so long as the BANs and/or Bonds are owned by the Authority as part of its SRF Program such insurance shall be acceptable to the Authority. All insurance shall be placed with responsible insurance companies qualified to do business under the laws of the State of Indiana, provided, however, such insurance requirement may be satisfied, in part or in whole, through the City's self insurance program. Insurance proceeds and condemnation awards shall be used to replace or repair the property, provided, for so long as the BANs or Bonds are owned by the Authority as part of its SRF Program, the Authority may consent to a different use of such proceeds.

(e) So long as any of the BANs or Bonds are outstanding, the City shall not mortgage, pledge or otherwise encumber the Sewage Works, or any portion thereof, nor shall it sell, lease or otherwise dispose of any portion thereof except replace equipment which may become worn out or obsolete, provided, however, if any Bonds or BANs are owned by the Authority as part of its SRF Program, the City shall obtain the prior written consent of the Authority.

(f) So long as the BANs or Bonds are owned by the Authority as part of its SRF Program, the City shall not borrow any money, enter into any contract or agreement or incur any other liabilities in connection with the Sewage Works, other than for normal operating expenditures, without the prior written consent of the Authority if such undertaking would involve, commit, or use the revenues of the Sewage Works.

(g) Except as hereinbefore provided in Section 17 hereof, so long as any of the Bonds herein authorized are outstanding, no additional bonds or other obligations pledging any portion of the revenues of said Sewage Works shall be authorized, executed or issued by the City except such as shall be made subordinate and junior in all respects to the Bonds herein authorized, unless all of the Bonds herein authorized are redeemed, retired or defeased pursuant to Section 16 hereof coincidentally with the delivery of such additional bonds or other obligations.

(h) The City shall take all action or proceedings necessary and proper to require connection of all property where liquid and solid waste, sewage, night soil, or industrial waste is produced with available sanitary sewers. The City shall, insofar as possible, cause all such sanitary sewers to be connected with said Sewage Works.

(i) The provisions of this ordinance shall constitute a contract by and between the City and the owners of the Bonds or BANS herein authorized, and after the issuance of said Bonds or BANs, this ordinance shall not be repealed or amended in any respect which will adversely affect the rights of the owners of said Bonds or BANs, nor shall the Common Council adopt any law, ordinance or resolution which in any way adversely affects the rights of such owners so long as any of said Bonds or BANs or the interest thereon remains unpaid. Except for the changes set forth in Section 23(a)-(f), this ordinance may be amended, however, without the consent of BAN or Bond owners, if the Common Council determines, in its sole discretion, that such amendment would not adversely affect the owners of the BANs or Bonds provided, however, that if any BANs or Bonds are sold to the Authority as part of its SRF Program, the City shall obtain the prior written consent of the Authority.

(j) The provisions of this ordinance shall be construed to create a trust in the proceeds of the sale of the BANS and the Bonds herein authorized for the uses and purposes herein set forth, and the owners of the BANS and the Bonds shall retain a lien on such respective proceeds until the same are applied in accordance with the provisions of this ordinance and of the Act. The provisions of this ordinance shall also be construed to create a trust in the portion of the Net Revenues herein directed to be set apart and paid into the Sewage Works Sinking Fund for the uses and purposes of said fund as in this ordinance set forth. The owner of said Bonds shall have all of the rights, remedies and privileges set forth in the provisions of the Act, including the right to have a receiver appointed to administer said Sewage Works in the event of default in the payment or the principal of or interest on any of the Bonds herein authorized or in the event of default in respect to any of the provisions of this ordinance or the Act.

Section 19. Permitted Actions Relating to Preservation of Exclusion of Interest from Federal Gross Income. The Controller is hereby authorized to invest moneys pursuant to IC 5-1-14-3 and the provisions of this ordinance (subject to applicable requirements of federal law to insure such yield is the then current market rate) to the extent necessary or advisable to preserve the exclusion from gross income of interest on the BANs and Bonds under federal law.

The Controller shall keep full and accurate records of investment earnings and income from moneys held in the funds and accounts referenced herein. In order to comply with the provisions of this ordinance, the Controller is hereby authorized and directed to employ consultants or attorneys from time to time to advise the City as to requirements of federal law to preserve the tax exclusion or exemption.

Section 20. Tax Covenants. In order to preserve the exclusion of interest on the Bonds and BANs from gross income for federal tax purposes under Section 103 of the Internal Revenue Code of 1986 as existing on the date of issuance of the Bonds or BANs, as the case may be ("Code"), and as an inducement to purchasers of the Bonds and BANs, the City represents, covenants and agrees that:

(a) The Sewage Works will be available for use by members of the general public. Use by a member of the general public means use by natural persons not engaged in a trade or business. No person or entity other than the City or another state or local governmental unit will use more than 10% of the proceeds of the Bonds or BANs or property financed by the Bond or BAN proceeds other than as a member of the general public. No person or entity other than the City or another state or local governmental unit will own property financed by Bond or BAN proceeds or will have any actual or beneficial use of such property pursuant to a lease, a management or incentive payment contract, arrangements such as take-or-pay or output contracts

or any other type of arrangement that conveys other special legal entitlements and differentiates that person's or entity's use of such property from use by the general public, unless such uses in the aggregate relate to no more than 10% of the proceeds of the Bonds or BANs, as the case may be. If the City enters into a management contract for the Sewage Works, the terms of the contract will comply with IRS Revenue Procedure 97-13, as it may be amended, supplemented or superseded for time to time, so that the contract will not give rise to private business use under the Code and the Regulations, unless such use in aggregate relates to no more than 10% of the proceeds of the Bonds or BANs, as the case may be.

(b) No more than 10% of the principal of or interest on the Bonds or BANs is (under the terms of the Bonds or BANs, this ordinance or any underlying arrangement), directly or indirectly, secured by an interest in property used or to be used for any private business use or payments in respect of any private business use or payments in respect of such property or to be derived from payments (whether or not to the City) in respect of such property or borrowed money used or to be used for a private business use.

(c) No more than 5% of the Bond or BAN proceeds will be loaned to any person or entity other than another state or local governmental unit. No more than 5% of the Bond or BAN proceeds will be transferred, directly or indirectly, or deemed transferred to a nongovernmental person in any manner that would in substance constitute a loan of the Bond or BAN proceeds.

(d) The City reasonably expects, as of the date hereof, that the Bonds and BANs will not meet either the private business use test described in paragraph (a) and (b) above or the private loan test described in paragraph (c) above during the entire term of the Bonds or BANs, as the case may be.

(e) No more than 5% of the proceeds of the Bonds or BANs will be attributable to private business use as described in (a) and private security or payments described in (b) attributable to unrelated or disproportionate private business use. For this purpose, the private business use test is applied by taking into account only use that is not related to any government use of proceeds of the issue (Unrelated Use) and use that is related but disproportionate to any governmental use of those proceeds (Disproportionate Use).

(f) The City will not take any action nor fail to take any action with respect to the Bonds or BANs that would result in the loss of the exclusion from gross income for federal tax purposes on the Bonds or BANs pursuant to Section 103 of the Code, nor will the City act in any other manner which would adversely affect such exclusion. The City covenants and agrees not to enter into any contracts or arrangements which would cause the Bonds or BANs to be treated as private activity bonds under Section 141 of the Code.

(g) It shall be not an event of default under this ordinance if the interest on any Bond or BAN is not excludable from gross income for federal tax purposes or otherwise pursuant to any provision of the Code which is not currently in effect and in existence on the date of issuance of the Bonds or BANs, as the case may be.

(h) The City represents that it will rebate any arbitrage profits to the United States in accordance with the Code.

(i) These covenants are based solely on current law in effect and in existence on the date of delivery of such Bonds or BANs, as the case may be.

Section 21. Issuance of BANs. (a) The City, having satisfied all the statutory requirements for the issuance of its Bonds, may elect to issue its BAN or BANs pursuant to a Bond Anticipation Note Purchase Agreement ("Purchase Agreement") to be entered into

between the City and the purchaser of the BAN or BANs. If the BANs are sold to the Authority as part of its SRF Program, the Financial Assistance Agreement shall serve as the Purchase Agreement. The Common Council hereby authorizes the issuance and execution of the BAN or BANs in lieu of initially issuing the Bonds to provide interim financing for the Project until permanent financing becomes available. It shall not be necessary for the City to repeat the procedures for the issuance of its Bonds, as the procedures followed before the issuance of the BAN or BANs are for all purposes sufficient to authorize the issuance of the Bonds and the use of the proceeds to repay the BAN or BANs.

The Mayor and the Controller are hereby authorized and directed to execute a Purchase Agreement or Financial Assistance Agreement (and any amendments made from time to time) in such form or substance as they shall approve acting upon the advice of counsel. The Mayor, the Clerk and the Controller may also take such other actions or deliver such other certificates as are necessary or desirable in connection with the issuance of the BANs or the Bonds and the other documents needed for the financing as they deem necessary or desirable in connection therewith.

Section 22. Compliance with Tax Sections. Notwithstanding any other provisions of this ordinance, the covenants and authorizations contained in this ordinance ("Tax Sections") which are designed to preserve the exclusion of interest on the Bonds and BANs from gross income under federal law ("Tax Exemption") need not be complied with if the City receives an opinion of nationally recognized bond counsel that any Tax Section is unnecessary to preserve the Tax Exemption.

Section 23. Supplemental Ordinances. Subject to the terms and provisions contained in this Section, and not otherwise, the owners of not less than sixty-six and two-thirds percent (662/3%) in aggregate principal amount of the Bonds issued pursuant to this ordinance and then

outstanding shall have the right, from time to time, anything contained in this ordinance to the contrary notwithstanding, to consent to and approve the adoption by the City of such ordinance or ordinances supplemental hereto as shall be deemed necessary or desirable by the City for the purpose of modifying, altering, amending, adding to or rescinding in any particular any of the terms or provisions contained in this ordinance, or in any supplemental ordinance; provided, however, that so long as the Bonds or BANs are owned by the Authority as part of its SRF Program, the City shall obtain the prior written consent of the Authority; and provided, further, that nothing herein contained shall permit or be construed as permitting:

(a) An extension of the maturity of the principal of, mandatory sinking fund redemption dates, if any, or interest on any Bond issued pursuant to this ordinance; or

(b) A reduction in the principal amount of any Bond or the redemption premium or the rate of interest thereon; or

(c) The creation of a lien upon or a pledge of the revenues of the Sewage Works ranking prior to the pledge thereof created by this ordinance; or

(d) A preference or priority of any Bond or Bonds issued pursuant to this ordinance over any other Bond or Bonds issued pursuant to the provisions of this ordinance; or

(e) A reduction in the aggregate principal amount of the Bonds required for consent to such supplemental ordinance; or

(f) A reduction in the Reserve Requirement or the SRF Reserve Requirement.

If the owners of not less than sixty-six and two-thirds percent (66-2/3%) in aggregate principal amount of the Bonds outstanding at the time of adoption of such supplemental ordinance shall have consented to and approved the adoption thereof by written instrument to be maintained on file in the office of the Clerk of the City, no owner of any Bond issued pursuant

to this ordinance shall have any right to object to the adoption of such supplemental ordinance or to object to any of the terms and provisions contained therein or the operation thereof, or in any manner to question the propriety of the adoption thereof, or to enjoin or restrain the City or its officers from adopting the same, or from taking any action pursuant to the provisions thereof. Upon the adoption of any supplemental ordinance pursuant to the provisions of this Section, this ordinance shall be, and shall be deemed, modified and amended in accordance therewith, and the respective rights, duties and obligations under this ordinance of the City and all owners of Bonds issued pursuant to the provisions of this ordinance then outstanding, shall thereafter be determined, exercised and enforced in accordance with this ordinance, subject in all respects to such modifications and amendments. Notwithstanding anything contained in the foregoing provisions of this ordinance, the rights and obligations of the City and of the owners of the Bonds authorized by this ordinance, and the terms and provisions of the Bonds and this ordinance, or any supplemental ordinance, may be modified or altered in any respect with the consent of the City and the consent of the owners of all the Bonds issued pursuant to this ordinance then outstanding.

Section 24. Repeal of Conflicting Ordinances. All ordinances and parts of ordinances in conflict herewith are hereby repealed; provided, however, that this ordinance shall not be construed as repealing or modifying in any respect any of the provisions of the Prior Ordinances nor be construed as adversely affecting the rights of any of the holders of the Prior Bonds.

Section 25. Rates and Charges. The estimates of the rates and charges of the Sewage Works are set forth in Ordinance No. _____ to be adopted on _____, 2014, which ordinance is incorporated herein by reference.

Section 26. Captions. The captions in this ordinance are inserted only as a matter of convenience and reference, and such captions are not intended and shall not be construed to define, limit, establish, interpret or describe the scope, intent or effect of any provision of this ordinance.

Section 27. Effectiveness. This ordinance shall be in full force and effect from and after its passage by the Common Council and approval by the Mayor.

PASSED AND ADOPTED by the Common Council of Fort Wayne, Indiana, on this _____day of _____, 2014.

COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA

By:_____
Member of the Common Council

APPROVED AS TO FORM AND LEGALITY

_____
City Attorney

Presented by me to the Mayor of the City of Fort Wayne this ___ day of _____, 2014 at ___:___.m.

_____
Clerk

Signed and approved by me, the Mayor of the City of Fort Wayne, this ___ day of _____, 2014 at ___:___.m.

_____
Mayor

EXHIBIT A

General Project Descriptions

Wet Weather Pond Storage and Dewatering Improvements

The Wet Weather ponds (Ponds #1 and #2) on the north side of the river across from the Water Pollution Control Plant (WPCP) are a vital part of the City's wet weather facilities, and play a key role in the City's Long Term Control Plant (LTCP) and long term wet weather strategy. The Wet Weather Pump Station (WWPS) that is used to dewater the interceptor system and fill the ponds during wet weather events will require additional pumps and screens to increase its capacity. This increase is to handle the additional flows from the parallel interceptor and/or tunnel projects that are planned to begin construction in approximately 2017.

Combined Sewer System Capacity Improvement Program (CSSCIP)

The projects in this category of work are included in the LTCP and generally include partial sewer separation by the construction of new storm drains and/or sanitary sewers, but may include various other technologies/methods and source control efforts to reduce Combined Sewer Overflows (CSO's) and neighborhood capacity issues. In all of these projects, the City will investigate the potential for incorporating green/sustainable solutions. The project areas are studied as part of the program and confirmed to be cost-effective components of the CSSCIP.

Satellite Storage & Disinfection Facility Improvements

These LTCP projects allow for excess wet weather flows from the combined sewers in designated areas to be diverted into underground storage tanks for temporary storage until the wet weather event is over, or disinfected and then released as part of efforts to reduce untreated CSO's to local waterways. The facilities would typically consist of underground storage basins, a pump station, process structures, floatables control and site improvements and all associated operations facilities. The LTCP also provides for these facilities to have alternatives evaluated and allows for relief sewers and conveyance of the wet weather flows to the Wet Weather Ponds for storage if determined to be a more effective solution.

Morton Street Pump Station CSO Improvements

The projects associated with this LTCP control measure would allow for excess wet weather flows from the Morton Street Pump Station to be diverted to the Wet Weather Ponds for temporary storage until the wet weather event is over as part of efforts to reduce untreated CSO's to local waterways. The facilities would typically consist of pump station modifications, force main, floatables control and site improvements.

Three Rivers Protection and Overflow Reduction Tunnel (3RPORT) Program – Wayne Street and St Mary's Parallel Interceptors

This program is a combination of projects that are key component of the LTCP. The main component is the construction of a large diameter sewer tunnel from the southern side of the combined sewer system along the St Marys River north and then east along the Maumee River to the WPCP. This new sewer would allow a significant increase in wet weather flows from existing interceptors and CSO outfalls to be transported to the WPCP for treatment - or to the WWPS for storage in the Wet Weather Ponds, instead of overflowing into the local waterways. The program/project includes a deep rock tunnel, drop shafts and associated screening and odor control facilities, collector and relief/conveyance sewers, floatables control at outfalls, and the tunnel dewatering pump station. This project is currently projected to start construction in 2017 and is currently estimated to take at least 5 years to complete.

East Wayne Street Parallel Interceptor – South Maumee Relief Sewer

This LTCP capacity project generally consists of a new sewer running east from the WPCP to approximately Coliseum Blvd. The relief sewer would capture wet weather flows from the combined system basins and CSO outfalls east of the WPCP and transport them to the WPCP for treatment, as well as provide relief to surcharging in the South Maumee Interceptor during wet weather events.

Floatable Control Facilities

These projects are proposed to construct structures or facilities for the screening and removal of floatables from the CSO outfalls in the collection system as required by the LTCP. The sizing of these facilities is dependent on many variables for each site, but the City intends, as much as reasonable, to utilize similar methods of removal for each type of site.

Rothman & North/South Maumee Capacity Improvements

This category of work will consist of a combination of projects and efforts directed towards the reduction and mitigation of sanitary sewer overflows and surcharging in the existing sanitary sewer collection system. Areas of work identified for potential improvements include sewer infrastructure serving and areas tributary to these subbasins. Work may include sewer rehabilitation, relief sewer construction, wet weather storage/equalization improvements, manhole rehabilitation and other collection system improvements as determined necessary by ongoing engineering and operational studies of the areas.

Northern Area, Southeast Area, Southwest Area, Spy Run, Neuhaus, Beckett's Run, ND Washington – Interceptor Relief & Capacity Improvements

This category of work will consist of a combination of projects and efforts directed towards the reduction and mitigation of sanitary sewer surcharging in the existing sanitary sewer collection system. Areas of work identified for potential improvements include sewer infrastructure serving and areas tributary to the subbasins associated with these interceptors. Work may include sewer rehabilitation, relief sewer construction, wet weather storage/equalization improvements, wet weather pump stations, manhole rehabilitation, infiltration and inflow reduction projects and other collection system improvements as determined necessary by ongoing engineering and operational studies of the areas.

Collection System Improvements – Sewer Rehab Program

The goal of the Sewer Repair and Replacement Program is to develop, implement and monitor sewer repair/replacement strategies to proactively, following standard industry asset management principles, identify deteriorating areas of the sewer collection system. It is also to coordinate review and analysis of sewer maintenance data to select and prioritize collection system renewal, repair and replacement projects. Cured in Place Piping (CIPP) and other trenchless construction technologies are often utilized, but sometimes the construction of improvements requires open cut installation and excavation for underground sewer infrastructure.

WPCP and Wastewater Facility Expansion and Access Improvements

The WPCP is increasing its treatment capacity from 60 million gallons per day (MGD) to 85 MGD as part of the LTCP and a new tunnel is being constructed from the WPCP to bring additional flow to the WPCP and Wet Weather facilities. In conjunction with the LTCP and future growth planning, a multi-year improvement plan is being constructed and additional buildings, facilities and structures are being added to the WPCP and Wet Weather Pond areas. Additional land and access routes are required to allow for more cost effective construction, operation and expansion of facilities in these areas.

Digester & Methane System Improvements

The WPCP is increasing its treatment capacity from 60 million gallons per day (MGD) to 85 MGD at part of the LTCP. In conjunction with this increase, a multi-phase digester improvement program is currently being implemented in the capital program. Currently, six (6) digesters are in service which allows the City to produce class "A" sludge. Four (4) digesters and other important digester support systems have been rehabilitated in the last several years. In an effort to reliably support the increased treatment capacity required by the LTCP, the City must make safety and operational improvements to remaining two (2) digesters, the boilers and heat exchangers that serve the digester and WPCP facilities, as well as the digested sludge force main system. These improvements are being implemented in a sustainable manner so that methane produced by the digestion process can be utilized to produce heat and power for use at the WPCP and is intended to reduce operational costs.

Dissolved Oxygen and Aeration System Improvements

The WPCP is increasing its treatment capacity from 60 million gallons per day (MGD) to 85 MGD at part of the LTCP. In conjunction with this increase, aeration systems for both treatment and final effluent quality are being rehabilitated and upgraded as necessary in an effort to reliably support the increased treatment capacity required by the LTCP and meet its discharge permit requirements. These improvements are being implemented in a sustainable manner so that the electrical power necessary to run the associated blowers and systems is minimized, as much as reasonable and is intended to reduce operational costs.

EXHIBIT B

FORM OF REGISTERED BOND

[Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the City of Fort Wayne, Indiana, or its agent for registration of transfer, exchange, or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.]

NO. _____

UNITED STATES OF AMERICA

STATE OF INDIANA COUNTY OF ALLEN

[TAXABLE] CITY OF FORT WAYNE
SEWAGE WORKS REVENUE BOND OF _____[, SERIES _____]

Interest Rate	[Maturity Date]	Original Date	Authentication Date	[CUSIP]

REGISTERED OWNER:

PRINCIPAL SUM:

The City of Fort Wayne, in Allen County, State of Indiana ("City"), for value received, hereby promises to pay to the Registered Owner named above or registered assigns, solely out of the special revenue fund hereinafter referred to, the Principal Sum set forth above[, or so much thereof as may be advanced from time to time and be outstanding as evidenced by the records of the registered owner making payment for this bond, or its assigns,] on [the Maturity Date set forth above] **OR** [on the dates and in the amounts as set forth on Exhibit A attached hereto] (unless this bond be subject to and shall have been duly called for redemption and payment as provided for herein), and to pay interest hereon until the Principal Sum shall be fully paid at the rate per annum specified above from [the dates of payment made on this bond] **OR** [the interest payment date to which interest has been paid next preceding the Authentication Date of this bond unless this bond is authenticated after the fifteenth day of the month preceding an interest payment date and on or before such interest payment in which case it shall bear interest from such interest payment date, or unless this bond is authenticated on or before _____ 15, ____, in which case it shall bear interest from the Original Date,] until the principal is paid, which interest is payable semiannually on the first days of February and August in each year, beginning on _____ 1, 20__. Interest shall be calculated according to a 360-day calendar year containing twelve 30-day months.

[The principal of this bond is payable at the principal office of _____ _____ ("Registrar" or "Paying Agent"), in the _____ of _____, Indiana.] All payments of [principal of and] interest on this bond shall be paid by [check mailed one business day prior to the interest payment date] **OR** [wire transfer for deposit to a financial institution as directed by the Indiana Finance Authority ("Authority") on the due date or, if such due date is a day when financial institutions are not open for business, on the business day immediately after such due date] to the registered owner hereof, as of the fifteenth day of the month preceding such payment, at the address as it appears on the registration books kept by [_____ ("Registrar" or "Paying Agent") in the _____ of _____, Indiana] **OR** [the Registrar] or at such other address as is provided to the Paying Agent in writing by the registered owner. [If payment of principal or interest is made to a depository, payment shall be made by wire transfer on the payment date in same-day funds. If the payment date occurs on a date when financial institutions are not open for business, the wire transfer shall be made on the next succeeding business day. The Paying Agent shall wire transfer payments by 1:00 p.m. (New York City time) so such payments are received at the depository by 2:30 p.m. (New York City time).] All payments on the Bond shall be made in any coin or currency of the United States of America, which on the dates of such payment, shall be legal tender for the payment of public and private debts.

THE CITY SHALL NOT BE OBLIGATED TO PAY THIS BOND OR THE INTEREST HEREON EXCEPT FROM THE HEREINAFTER DESCRIBED SPECIAL FUND, AND NEITHER THIS BOND NOR THE ISSUE OF WHICH IT IS A PART SHALL IN ANY RESPECT CONSTITUTE A CORPORATE INDEBTEDNESS OF THE CITY WITHIN THE PROVISIONS AND LIMITATIONS OF THE CONSTITUTION OF THE STATE OF INDIANA.

This bond is [the only] one of an authorized issue of bonds of the City[, issued in series] [of like date, tenor and effect, [except as to rates of interest[series designation,]] and dates of maturity] aggregating _____ Dollars ($_____) [for this series]; numbered consecutively from 1 up; issued for the purpose of providing funds to be applied on the cost of additions, extensions and improvements to the sewage works system of the City ("Project")[, to refund interim notes issued in anticipation of the bonds] and to pay issuance expenses [including premium[s] for municipal bond insurance [and a debt service reserve surety]]. This bond is issued pursuant to an Ordinance adopted by the Common Council of the City on the _____ day of _____, 2014, entitled "An Ordinance of the Common Council of the City of Fort Wayne, Indiana, authorizing the acquisition and installation of certain improvements to the City's sewage works, the issuance and sale of additional revenue bonds to provide funds for the payment of the costs thereof, and the collection, segregation and distribution of the revenues of such sewage works and other related matters" ("Ordinance"), and in accordance with the provisions of Indiana law, including without limitation Indiana Code 36-9-23 as in effect on the date of delivery of the bonds of this issue ("Act"), the proceeds of which bonds are to be applied to the costs of the Project, [the payment of notes issued in anticipation of the bonds,] and expenses incurred in connection therewith.

[Reference is hereby made to the Financial Assistance Agreement ("Financial Assistance Agreement") between the City and the Authority concerning certain terms and covenants

pertaining to the Project and the purchase of this bond as part of the wastewater loan program established and existing pursuant to IC 4-4-11 and IC 13-18-13.]

Pursuant to the provisions of the Act and the Ordinance, the principal of and interest on this bond and all other bonds of said issue, [including the Sewage Works Revenue Bonds of 20___, Series ___ ("Series ___ Bonds")] and any bonds hereafter issued on a parity therewith are payable solely from the Sewage Works Sinking Fund continued by the Ordinance ("Sinking Fund") to be provided from the Net Revenues (defined as gross revenues after deduction only for the payment of the reasonable expenses of operation, repair and maintenance, excluding transfers for payments in lieu of property taxes) of the sewage works of the City. This bond and the issue of which it is a part constitute a first charge upon the Net Revenues and shall rank on a parity with the Prior Bonds, as defined in the Ordinance [and the Series ___ Bonds].

The City irrevocably pledges the entire Net Revenues of the sewage works to the prompt payment of the principal of and interest on the bonds authorized by the Ordinance, of which this is one, and any bonds ranking on a parity therewith, including the Prior Bonds [and the Series __ Bonds] to the extent necessary for that purpose, and covenants that it will cause to be fixed, maintained and collected such rates and charges for services rendered by the utility as are sufficient in each year for the payment of the proper and reasonable expenses of Operation and Maintenance (as defined in the Financial Assistance Agreement) of the sewage works and for the payment of the sums required to be paid into the Sinking Fund under the provisions of the Act and the Ordinance. If the City or the proper officers thereof shall fail or refuse to so fix, maintain and collect such rates or charges, or if there be a default in the payment of the interest on or principal of this bond, the owner of this bond shall have all of the rights and remedies provided for in the Act, including the right to have a receiver appointed to administer the works and to charge and collect rates sufficient to provide for the payment of this bond and the interest hereon.

The City further covenants that it will set aside and pay into its Sinking Fund monthly, as available, or more often if necessary, a sufficient amount of the Net Revenues of the sewage works for payment of (a) the interest on all bonds which by their terms are payable from the revenues of the sewage works, as such interest shall fall due, (b) the necessary fiscal agency charges for paying bonds and interest, (c) the principal of all bonds which by their terms are payable from the revenues of the sewage works, as such principal shall fall due, and (d) an additional amount as a margin of safety to [create and] maintain the debt service reserve required by the Ordinance. Such required payments shall constitute a first charge upon all the Net Revenues of the sewage works on a parity with the Prior Bonds [and the Series __ Bonds].

The bonds of this issue maturing on and after _____ 1, 20___, are redeemable at the option of the City on _____ 1, 20___, or any date thereafter, on [sixty (60)] [thirty (30)] days' notice, in whole or in part, [in inverse order of maturity] **OR** [in the order of maturity as determined by the City] and by lot within a maturity, at face value, together with the following premiums:

__% if redeemed on _____ 1, 20__ or thereafter
on or before _____, 20__;
__% if redeemed on _____ 1, 20__ or thereafter

on or before _____, 20__;
0% if redeemed on _____ 1, 20__ or thereafter
prior to maturity;

plus accrued interest to the date fixed for redemption[; provided, however, if the bonds are sold to the SRF Program and registered in the name of the Authority, the bond shall not be redeemable at the option of the City unless and until consented to by the Authority].

[The bonds maturing on _____ 1, 20____, are subject to mandatory sinking fund redemption prior to maturity, at a redemption price equal to the principal amount thereof plus accrued interest, on the dates and in the amounts set forth below:

_____ Term Bond	
Date	Amount
*	

* Final Maturity]

Each [Five Thousand Dollars ($5,000)] [One Dollar ($1)] principal amount shall be considered a separate bond for purposes of optional [and mandatory] redemption. If less than an entire maturity is called for redemption, the bonds to be redeemed shall be selected by lot by the Registrar. [If some bonds are to be redeemed by optional redemption and mandatory sinking fund redemption on the same date, the Registrar shall select by lot the bonds for optional redemption before selecting the bonds by lot for the mandatory sinking fund redemption.]

Notice of such redemption shall be mailed to the address of the registered owner as shown on the registration records of the City, as of the date which is [sixty-five (65)] [forty-five (45)] days prior to such redemption date, not less than [sixty (60)] [thirty (30)] days prior to the date fixed for redemption unless the notice is waived by the registered owner of this bond. The notice shall specify the date and place of redemption and sufficient identification of the bonds called for redemption. The place of redemption may be determined by the City. Interest on the bonds so called for redemption shall cease on the redemption date fixed in such notice if sufficient funds are available at the place of redemption to pay the redemption price on the date so named.

If this bond shall not be presented for payment or redemption on the date fixed therefor, the City may deposit in trust with its depository bank an amount sufficient to pay such bond or the redemption price, as the case may be, and thereafter the registered owner shall look only to the funds so deposited in trust with said bank for payment and the City shall have no further obligation or liability in respect thereto.

This bond is transferable or exchangeable only upon the books of the City kept for that purpose at the [principal corporate trust] office of the Registrar by the registered owner hereof in person, or by his attorney duly authorized in writing, upon surrender of this bond together with a written instrument of transfer or exchange satisfactory to the Registrar duly executed by the registered owner, or his attorney duly authorized in writing, and thereupon a new fully registered bond or bonds in an authorized aggregate principal amount and of the same maturity, shall be

executed and delivered in the name of the transferee or transferees or to the registered owner, as the case may be, in exchange therefor. This bond may be transferred without cost to the registered owner except for any tax or governmental charge required to be paid with respect to the transfer. The City, the Registrar, the Paying Agent and any other registrar or paying agent for this bond may treat and consider the person in whose name this bond is registered as the absolute owner hereof for all purposes including for the purpose of receiving payment of, or on account of, the principal hereof and interest due hereon.

[The bonds shall be initially issued in a Book Entry System (as defined in the Ordinance). The provisions of this bond and of the Ordinance are subject in all respects to the provisions of the Letter of Representations between the City and The Depository Trust Company, or any substitute agreement, effecting such Book Entry System.]

This bond is subject to defeasance prior to redemption or payment as provided in the Ordinance referred to herein. THE OWNER OF THIS BOND, BY THE ACCEPTANCE HEREOF, HEREBY AGREES TO ALL THE TERMS AND PROVISIONS CONTAINED IN THE ORDINANCE. The Ordinance may be amended without the consent of the owners of the bonds as provided in the Ordinance if the Common Council determines, in its sole discretion, that the amendment shall not adversely affect the rights of any of the owners of the bonds.

The bonds maturing in any one year are issuable only in fully registered form in the denomination of [$5,000] [$1] or any integral multiple thereof.

It is hereby certified and recited that all acts, conditions and things required to be done precedent to and in the execution, issuance and delivery of this bond have been done and performed in regular and due form as provided by law.

This bond shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been executed by an authorized representative of the Registrar.

IN WITNESS WHEREOF, the City of Fort Wayne, in Allen County, Indiana, has caused this bond to be executed in its corporate name by the manual or facsimile signature of its Mayor, countersigned by the manual or facsimile signature of the Controller, and its corporate seal to be hereunto affixed, imprinted or impressed by any means and attested manually or by facsimile by its Clerk.

CITY OF FORT WAYNE, INDIANA

By _____
Mayor

COUNTERSIGNED:

By _____
Controller

[SEAL]

Attest:

_____
Clerk

REGISTRAR'S CERTIFICATE OF AUTHENTICATION

This bond is one of the bonds described in the within-mentioned Ordinance.

_____,
as Registrar

By _____
Authorized Representative

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto _____ this bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____, attorney, to transfer the within bond in the books kept for the registration thereof with full power of substitution in the premises.

Dated: _____

_____
NOTICE: Signature(s) must be guaranteed by an eligible guarantor institution participating in a Securities Transfer Association recognized signature guarantee program.

_____
NOTICE: The signature to this assignment must correspond with the name as it appears on the face of the within bond in every particular, without alteration or enlargement or any change whatsoever.

[EXHIBIT A

[To be completed on a separate page]

Board Agenda Transmittal

To: Board of Public Works

From: Len Poehler, City Utilities Administration, EXTENSION # 2836

Date: June 30, 2014

Enclosed are (2) original copies of the following to be placed on the **BOPW Agenda** for July 2, 2014.

☐ Improvement Resolution	☐ Owner-Contractor Agreement/Contracts	☐ Professional Service Agreement
☐ Purchase Agreement	☐ Amendment/Supplemental	☐ Other Agreements
☐ Award	☐ Change Order	☐ Escrow Release
☐ Payment Approval	☐ Special Street Permit	☐ Claims/Write offs
☐ Consent Decree	☐ Acceptance	XOther Resolution
☐ SRF Project		

Resolution/Work Order **#NA** Contract **#NA**

Project/BOPW Item Name Resolution No. 101-7-02-14-1 of the Board of Public Works recommend that Council approve the issuance of $257,470,000 in Sewage Works revenud bonds.

Project/BOPW Item Description (to be included on agenda) A Resolution of the Board of Public Works recommending that Council approve the issuance of $257,470,000 in Sewage Works revenue bonds.

Vendor/Contractor Name **NA**

Dollar Amount $257,470,000 Date for Council (if applicable) **July 8, 2014**

Additional Comments:

Upon approval please return 1 original to **Len Poehler** and send PDF to **Len Poehler.**

BOARD OF PUBLIC WORKS
CITY OF FORT WAYNE, INDIANA

RESOLUTION NO. #101-T-02-14-2

RECOMMENDING ADJUSTMENTS TO RATES AND CHARGES FOR THE FORT WAYNE WATER POLLUTION CONTROL UTILITY

WHEREAS, pursuant to Indiana Code 36-9-23-25, the Common Council of the City of Fort Wayne, Indiana has enacted a User Charge System and a Sewer Use Ordinance as contained in Chapter 51 of the Fort Wayne Code of Ordinances; and

WHEREAS, Indiana Code 8-1.5-3-8 states that the rate and charges of a municipally owned utility are unlawful if they are too low to produce income sufficient to maintain the utility in a should physical and financial condition to render adequate and efficient services; and

WHEREAS, the City of Fort Wayne became subject to a consent Decree enforceable April 1, 2008, wherein the City must construct certain facilities at certain times over an 18 year period to achieve certain specified levels of control over combined sewer overflows, must avoid sanitary sewer overflows and must report timely on progress or pay fines and penalties for failure to meet deadlines and milestones or for failure to provide sufficient maintenance of the sewer system; and

WHEREAS, Fort Wayne's water pollution control utility has developed plans for investments in high value combined sewer projects, capacity building in the sanitary sewer interceptor system for future growth and development, a continuation of pipeline rehabilitation work and preventive maintenance programs for maintenance sufficiency; and

WHEREAS, sewer capacity and water quality capital projects have been included in a sewage works Capital Improvement Program (CIP) for the years 2015 – 2020; and

WHEREAS, upon review of the sewage works Capital Improvement Program, the Board of Public Works of the City of Fort Wayne, in accordance with I.C. 36-9-23-25 now finds that existing rates and charges for the use of and services rendered by the Water Pollution Control Utility do not provide sufficient revenue to:

(a) Pay all expenses incidental to the operation of the sewage works as defined in 36-9-1-8, including legal expenses, maintenance costs, operating charges, repairs, lease rentals, and interest charges on bonds or other obligations;
(b) Provide the sinking fund required by Indiana Code 36-9-23-21 for proposed debt; and
(c) Provide adequate money for improving and replacing the sewage works, specifically those projects that are required by the Consent Decree; and

WHEREAS, a series of adjustments to treatment and conveyance rates and other fees and charges documented in a Sewer Cost of Service Study completed by H.J. Umbaugh and Associates are needed to fund sewer CIP projects for the next six years and meet the requirements of Indiana Code 36-9-23-25.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The Board of Public Works of the City of Fort Wayne, Indiana deems it in the best interest of the Fort Wayne Water Pollution Control Utility, in order to provide income sufficient to maintain the utility in sound physical and financial condition to render adequate and efficient service to its

users while implementing requirements of the Consent Decree and the sewage works capital improvement plan, that sewage rates be adjusted per the 2014 Sewer Utility Cost of Service Study; and

2. The Board of Public Works recommends that the Common Council of the City of Fort Wayne, Indiana amend Chapters 41 and 51 of the Fort Wayne Code of Ordinances in order to reflect these adjustments in sewer service rates and charges assessed to users of the Fort Wayne Water Pollution Control Utility as detailed in the attached Bill.

Approved this second day of July, 2014.

FORT WAYNE, INDIANA
BOARD OF PUBLIC WORKS

Robert P. Kennedy, Chair

Kumar Menon, Member

Mike Avila

Mike Avila, Member

ATTEST: Lindsay K. Haggerty

~~Victoria Edwards, Clerk~~

Lindsay K. Haggerty, Acting Clerk

BILL NO.

GENERAL ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 51 OF THE CITY OF FORT WAYNE CODE OF ORDINANCES

WHEREAS, pursuant to Indiana Code 36-9-23-25, the Common Council of the City of Fort Wayne Indiana has enacted a User Charge System and a Sewer Use Ordinance as contained in Chapter 51 of the Fort Wayne Code of Ordinances; and

WHEREAS, Indiana Code 8-1.5-3-8 states that rates and charges of municipally owned utilities are unlawful if they are too low to produce income sufficient to maintain the utility property in a sound physical and financial condition to render adequate and efficient services, and

WHEREAS, the City of Fort Wayne is subject to a Consent Decree, effective April 1, 2008, wherein the City must construct certain facilities at certain times within 18 years from the effective date to achieve certain specified levels of control over combined sewer overflows. Further, Fort Wayne must avoid sanitary sewer overflows and must report timely on progress and events or pay per diem fines and penalties for failure to meet deadlines, milestones or for failure to provide sufficient maintenance; and

WHEREAS, the Water Pollution Control Utility has developed plans for investments in high value combined sewer system projects, projects to build capacity in the sanitary sewer interceptors for future economic growth and development, a continuation of pipeline rehabilitation work, and preventative maintenance programs for maintenance sufficiency; and

WHEREAS, Water Pollution Control Plant, sewer capacity and water quality capital projects have been incorporated into a long-term plan for sewer improvements -- the next six years (2015 – 2020) of which are included in the sewage works Capital Improvement Program (CIP); and

WHEREAS, upon review of the sewage works Capital Improvement Program, the Board of Public Works of the City of Fort Wayne, in accordance with I.C. 36-9-23-25 now finds that existing rates and charges for the use of and services rendered by the Water Pollution Control Utility do not provide sufficient revenue to:

(a) Pay all expenses incidental to the operation of the sewage works as defined in 36-9-1-8, including legal expenses, maintenance costs, operating charges, repairs, lease rentals, and interest charges on bonds or other obligations;
(b) Provide the sinking fund required by Indiana Code 36-9-23-21 for proposed debt; and
(c) Provide adequate money for improving and replacing the sewage works, specifically those projects that are required by the Consent Decree; and

WHEREAS, a series of adjustments in treatment, conveyance and other rates and fees rates shown herein, are needed to fund the sewer CIP projects for the next six years (2015 – 2020) and meet the requirements of Indiana Code 36-9-23-25; and

WHEREAS, the Board of Public Works of the City of Fort Wayne did, on July 2, 2014 resolve that it is in the best interest of the Fort Wayne Water Pollution Control Utility, in order to provide income sufficient to maintain the utility property in a sound physical and financial condition to be

able to render adequate and efficient service to its users while implementing the recommendations of the Sewer Advisory Group and requirements of the Consent Decree, and the Utility's approved six-year CIP to revise sewage rates charged to all sewage works users as shown herein for the years listed, effective January 1st of each respective year, and did recommended that such changes be adopted by Common Council by way of amendment to Chapter 51 of the Fort Wayne Code of Ordinances; and

WHEREAS, the Common Council now finds the sewer rates for the next five years are insufficient pursuant to Indiana Code 36-9-23-25 to meet the needs of the Fort Wayne Water Pollution Control Utility (sewage works), including capital projects planned for the next six years; and

WHEREAS, the Common Council of the City of Fort Wayne now finds it is in the best interest of the Fort Wayne Water Pollution Control Utility, in order to provide income sufficient to maintain the utility property in a sound physical and financial condition to be able to render adequate and efficient service to its users while implementing the recommendations of the Sewer Advisory Group and requirements of the Consent Decree, and the Utility's six-year CIP to revise sewage rates charged to all sewage works users as shown herein for the years listed, effective January 1st of each respective year.

NOW THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA;

1. That the following sections or subsections of Chapter 51 of the Fort Wayne Code of Ordinances be amended as follows with all other sections to remain unchanged:

51.001 DEFINITIONS

(The following is to be added in the appropriate location, alphabetically)

CONTRACT CUSTOMER. Any user of the City Utilities Water Pollution Control Utility that has signed a long-term contract committing to send sewage flows to the Fort Wayne treatment works for treatment; and that has provided growth projections and estimated average daily flows that allow Fort Wayne to reserve capacity in the collection and treatment system for such flows; and that has committed – via contract – to control peak flows or pay penalties for exceedances; or which has customers for whom Fort Wayne does not provide direct account management and other administrative services and does not provide direct sewage collection and conveyance services; or any customer that has – by contract – has committed themselves to terms and conditions that are not applicable to retail customers. Users that do not meet these criteria shall be considered retail users.

(To be deleted and replaced as follows)

CAPITAL IMPROVEMENT SURCHARGE. The additional charges for sewage service collected from retail sanitary sewer users discharging sewage to the water pollution control utility from a capital improvement surcharge area designated to be responsible to contribute to the payment of costs associated with installation, adjustment or other improvements to the water pollution control utility intended to serve the capital improvement surcharge area.

51.069 METERED RETAIL USER CHARGES (delete existing and replace)

(A) Metered retail users include residential, industrial, commercial, institutional and governmental users.

(B) *Annexation areas.* Hereinafter, the terms "inside city" or "outside city" shall be read to distinguish the users located within or outside the corporate boundaries of the City of Fort Wayne. Users designated as outside city who are within an annexation area shall, upon the effective date of annexation, be designated as inside the city and inside city rates and charges shall apply.

(C) *Inside city consumption and service charges.*

(1) *Consumption charge.* Monthly charges for services rendered to users within the corporate boundaries of the City of Fort Wayne shall be based on metered water consumption, unless otherwise measured, in accordance with the following charges for this classification of service:

	Unit of Measure	Effective January 1, 2015	Effective January 1, 2016	Effective January 1, 2017	Effective January 1, 2018	Effective January 1, 2019
Treatment	Per ccf per month	$ 2.5983	$ 2.8643	$ 3.0593	$ 3.0797	$ 3.2550
Collection and Conveyance	Per ccf per month	$ 1.8223	$ 1.9317	$ 2.1184	$ 2.3628	$ 2.6091
Total	Per ccf per month	$ 4.4206	$ 4.7960	$ 5.1777	$ 5.4425	$ 5.8641

(2) *Service charge.* In addition to the consumption charge, users inside the city shall be billed a monthly service charge based on water meter size:

Meter size	Unit of Measure	Effective January 1, 2015	Effective January 1, 2016	Effective January 1, 2017	Effective January 1, 2018	Effective January 1, 2019
5/8" – ¾"	Per meter per month	$ 8.80	$ 9.50	$10.26	$12.07	$13.03
1"	Per meter per month	$15.72	$17.24	$18.96	$23.43	$25.50
1 ½"	Per meter per month	$30.93	$34.27	$38.10	$48.41	$52.92
2"	Per meter per month	$50.29	$55.94	$62.46	$80.20	$87.82
3"	Per meter per	$110.22	$123.02	$137.86	$178.61	$195.85

	month					
4"	Per meter per month	$188.59	$210.74	$236.46	$307.30	$337.12
6"	Per meter per month	$423.70	$473.90	$532.26	$693.37	$760.93
8"	Per meter per month	$751.47	$840.78	$944.64	$1,231.60	$1,351.77
10"	Per meter per month	$1,171.44	$1,310.85	$1,473.02	$1,921.22	$2,108.81

(C) *Outside city consumption and service charges.*

(1) *Consumption charge.* Monthly charges for services rendered to users outside the corporate boundaries of the City of Fort Wayne shall be based on metered water consumption, unless otherwise measured, in accordance with the following charges for this classification of service:

	Unit of Measure	Effective January 1, 2015	Effective January 1, 2016	Effective January 1, 2017	Effective January 1, 2018	Effective January 1, 2019
Treatment	Per ccf per month	$ 3.2478	$ 3.5803	$ 3.8241	$ 3.8496	$ 4.0687
Collection and Conveyance	Per ccf per month	$ 2.2778	$ 2.4146	$ 2.6480	$ 2.9535	$ 3.2613
Total	Per ccf per month	$ 5.5256	$ 5.9949	$ 6.4721	$ 6.8031	$ 7.3300

(2) *Service charge.* In addition to the consumption charge, outside city users shall be billed a monthly service charge based on water meter size:

Meter size	Unit of Measure	Effective January 1, 2015	Effective January 1, 2016	Effective January 1, 2017	Effective January 1, 2018	Effective January 1, 2019
5/8" – ¾"	Per meter per month	$ 11.00	$ 11.87	$ 12.82	$ 15.08	$ 16.28
1"	Per meter per month	$ 19.65	$ 21.54	$ 23.70	$ 29.28	$ 31.87
1 ½"	Per meter per month	$ 38.66	$ 42.83	$ 47.62	$ 60.50	$ 66.14

2"	Per meter per month	$ 62.86	$ 69.92	$ 78.07	$100.24	$109.77
3"	Per meter per month	$137.77	$153.77	$172.32	$223.26	$244.81
4"	Per meter per month	$235.73	$263.42	$295.57	$384.12	$421.40
6"	Per meter per month	$529.62	$592.37	$665.32	$866.71	$951.16
8"	Per meter per month	$939.33	$1,050.97	$1,180.80	$1,539.50	$1,689.71
10"	Per meter per month	$1,464.30	$1,638.56	$1,841.27	$2,401.52	$2,636.01

51.070 FLAT RETAIL USER CHARGES (delete existing and replace)

(A) *Flat user charges inside City.* In the event that any inside city user is not a metered water customer, there shall be imposed a monthly flat charge as follows:

	Unit of Measure	Effective January 1, 2015	Effective January 1, 2016	Effective January 1, 2017	Effective January 1, 2018	Effective January 1, 2019
Single family residential dwelling per month	Per ERU per month	$ 48.59	$ 50.27	$ 51.68	$ 55.61	$ 59.94
All unmetered customers other than single family residential dwelling per month	Per ERU per month	To be calculated by City Utilities	To be calculated by City Utilities	To be calculated by City Utilities	To be calculated by City Utilities	To be calculated by City Utilities

The utility shall retain documentation supporting its ERU determination and billings based thereon. Such determination of billings may be reviewed and adjusted by the utility at any time. However, no adjustment, additional charge or refund may be made more than six years after the due date of the billing sought to be adjusted.

(B) *Flat user charges outside City.* In the event that any outside city user is not a metered water customer, there shall be imposed a monthly flat charge as follows:

	Unit of Measure	Effective January 1, 2015	Effective January 1, 2016	Effective January 1, 2017	Effective January 1, 2018	Effective January 1, 2019
Single family residential dwelling per month	Per ERU per month	$ 60.73	$ 62.84	$ 64.59	$ 69.51	$ 74.92
All unmetered customers other than single family residential dwelling per month	Per ERU per month	To be calculated by City Utilities	To be calculated by City Utilities	To be calculated by City Utilities	To be calculated by City Utilities	To be calculated by City Utilities

The utility shall retain documentation supporting its ERU determination and billings based thereon. Such determination of billings may be reviewed and adjusted by the utility at any time. However, no adjustment, additional charge or refund may be made more than six years after the due date of the billing sought to be adjusted.

51.071 CHARGES **CONTINUING SURVEILLANCE SAMPLING/WASTE EVALUATION (delete existing and replace)**

(A) *Surveillance/Evaluation charge inside City.* All inside City users discharging wastes into the system that require continuing surveillance sampling and waste evaluation, shall be subject to the following fixed charges to cover the costs of such services.

Monthly Evaluation

	Unit of Measure	Effective January 1, 2015	Effective January 1, 2016	Effective January 1, 2017	Effective January 1, 2018	Effective January 1, 2019
Type 1 Evaluation	Per discharge point per month	$ 140.30	$ 140.30	$ 140.30	$ 140.30	$ 140.30
Type 2 Evaluation	Per discharge point per month	$ 156.63	$ 156.63	$ 156.63	$ 156.63	$ 156.63

Evaluation Per Occurrence

	Unit of Measure	Effective January 1, 2015	Effective January 1, 2016	Effective January 1, 2017	Effective January 1, 2018	Effective January 1, 2019

Type 1 Evaluation	Per discharge point	$ 420.89	$ 420.89	$ 420.89	$ 420.89	$ 420.89
Type 2 Evaluation	Per discharge point	$ 469.89	$ 469.89	$ 469.89	$ 469.89	$ 469.89
Grab Compliance	Per sample	$ 191.35	$ 191.35	$ 191.35	$ 191.35	$ 191.35

(B) *Surveillance/Evaluation charge outside City.* All outside City users discharging wastes into the system that require continuing surveillance sampling and waste evaluation, shall be subject to the following fixed charges to cover the costs of such services.

Monthly Evaluation

	Unit of Measure	Effective January 1, 2015	Effective January 1, 2016	Effective January 1, 2017	Effective January 1, 2018	Effective January 1, 2019
Type 1 Evaluation	Per discharge point per month	$ 140.30	$ 140.30	$ 140.30	$ 140.30	$ 140.30
Type 2 Evaluation	Per discharge point per month	$ 156.63	$ 156.63	$ 156.63	$ 156.63	$ 156.63

Evaluation Per Occurrence

	Unit of Measure	Effective January 1, 2015	Effective January 1, 2016	Effective January 1, 2017	Effective January 1, 2018	Effective January 1, 2019
Type 1 Evaluation	Per discharge point	$ 420.89	$ 420.89	$ 420.89	$ 420.89	$ 420.89
Type 2 Evaluation	Per discharge point	$ 469.89	$ 469.89	$ 469.89	$ 469.89	$ 469.89
Grab Compliance	Per sample	$ 191.35	$ 191.35	$ 191.35	$ 191.35	$ 191.35

51.072 STRENGTH OF WASTE SURCHARGE (delete existing and replace)

(A) Each user discharging wastes into the collection system shall be subject to a Strength of Waste Surcharge, in addition to other sewage service charges imposed by this chapter, based on the following minimum strength characteristics to the extent that such wastes are in concentrations greater than:

(1) Biochemical oxygen demand of 300 milligrams per liter.
(2) Chemical oxygen demand of 600 milligrams per liter.
(3) Suspended solids content of 300 milligrams per liter.
(4) Phosphorus content of 10 milligrams per liter.
(5) Ammonia content of 25 milligrams per liter.

(B) *Strength of waste surcharge inside City.* In the event any inside City user in this classification contributes waste having strength of sewage in excess of domestic waste characteristics, as herein defined, a surcharge based on the following unit process charges will be in effect for all waste found to be in excess of limitations:

	Unit of Measure	Effective January 1, 2015	Effective January 1, 2016	Effective January 1, 2017	Effective January 1, 2018	Effective January 1, 2019
Suspended Solids	Per pound per month	$ 0.1521	$ 0.1521	$ 0.1521	$ 0.1521	$ 0.1521
Biochemical Oxygen Demand	Per pound per month	$ 0.1164	$ 0.1164	$ 0.1164	$ 0.1164	$ 0.1164
Phosphorus	Per pound per month	$ 1.4990	$ 1.4990	$ 1.4990	$ 1.4990	$ 1.4990
Ammonia	Per pound per month	$ 0.2659	$ 0.2659	$ 0.2659	$ 0.2659	$ 0.2659

The surcharge shall be determined as follows: The excess pounds of BOD or COD (whichever results in the higher charge) suspended solids, phosphorus and ammonia will each be computed by first multiplying the user's billing sewage volume measured in units of 100 cubic feet for the current billing period by the factor 0.0062321 and then multiplying this product by the difference between, (a) the concentrations measured in milligrams per liter, of the BOD (or COD), suspended solids, phosphorus and ammonia respectively in the user's sewage, and (b) the allowed concentrations set out in 51.072. The surcharge for each constituent will then be determined by multiplying the excess pounds of each constituent by the appropriate rate of surcharge. In the event COD measurement is used, as hereinbefore provided, 50% of the excess pounds measured will be used to compute the equivalent BOD charge.

(C) *Strength of waste surcharge outside City.* In the event any outside City user in this classification contributes waste having strength of sewage in excess of domestic waste characteristics, as herein defined, a surcharge based on the following unit process charges will be in effect for all waste found to be in excess of limitations:

	Unit of Measure	Effective January 1, 2015	Effective January 1, 2016	Effective January 1, 2017	Effective January 1, 2018	Effective January 1, 2019
Suspended Solids	Per pound per month	$ 0.1521	$ 0.1521	$ 0.1521	$ 0.1521	$ 0.1521
Biochemical Oxygen Demand	Per pound per month	$ 0.1164	$ 0.1164	$ 0.1164	$ 0.1164	$ 0.1164

Phosphorus	Per pound per month	$ 1.4990	$ 1.4990	$ 1.4990	$ 1.4990	$ 1.4990
Ammonia	Per pound per month	$ 0.2659	$ 0.2659	$ 0.2659	$ 0.2659	$ 0.2659

The surcharge shall be determined as follows: The excess pounds of BOD or COD (whichever results in the higher charge) suspended solids, phosphorus and ammonia will each be computed by first multiplying the user's billing sewage volume measured in units of 100 cubic feet for the current billing period by the factor 0.0062321 and then multiplying this product by the difference between, (a) the concentrations measured in milligrams per liter, of the BOD (or COD), suspended solids, phosphorus and ammonia respectively in the user's sewage, and (b) the allowed concentrations set out in 51.072. The surcharge for each constituent will then be determined by multiplying the excess pounds of each constituent by the appropriate rate of surcharge. In the event COD measurement is used, as hereinbefore provided, 50% of the excess pounds measured will be used to compute the equivalent BOD charge.

51.073 BULK WASTE CHARGES (delete existing and replace)

(A) *Bulk Industrial Waste Charge.* All industrial waste suitable for disposal, which has been delivered by an approved Water Hauler to City's plant. For purposes of computing charges hereunder, a **LOAD** is defined as 1,000 gallons of tank capacity or any fraction thereof.

	Unit of Measure	Effective January 1, 2015	Effective January 1, 2016	Effective January 1, 2017	Effective January 1, 2018	Effective January 1, 2019
Discharge	1,000 gallons	$ 110.22	$ 110.22	$ 110.22	$ 110.22	$ 110.22
Billing Charge	Per bill	$ 4.19	$ 4.19	$ 4.19	$ 4.19	$ 4.19

(B) *Domestic.* All domestic waste delivered to the city's plant by customer's truck or tank. For purposes of computing charges hereunder, a **LOAD** is defined as 1,000 gallons of tank capacity or any fraction thereof.

	Unit of Measure	Effective January 1, 2015	Effective January 1, 2016	Effective January 1, 2017	Effective January 1, 2018	Effective January 1, 2019
Discharge	1,000 gallons	$ 57.93	$ 57.93	$ 57.93	$ 57.93	$ 57.93
Billing Charge	Per bill	$ 4.19	$ 4.19	$ 4.19	$ 4.19	$ 4.19

(C) *Manifest.* All bulk waste loads delivered to the Water Pollution Control Plant shall be accompanied by a "Waste Hauler Manifest," the form for which will be provided by the city.

51.074 OTHER RATES AND CHARGES (as approved by Ordinance No. ___ and moved from Section 51.077.5).

(A) *Food Service Establishment Surcharge.* $ 1.0129 per ccf per month
(B) *Tap Inspection Fee.* $ 75.00 per inspection
(C) *Meter on Well Installation.* $254.00 per installation
(D) These charges are subject to change as warranted and authorized by Ordinance.

51.075 MONTHLY CAPITAL IMPROVEMENT SURCHARGE (as approved by Amended Ordinance No. G-25-13 and moved from Section 51.077)

(A) All classifications of users subject to a capital improvement surcharge shall pay the applicable surcharge in addition to other sewage service charges imposed by this chapter. Capital improvement surcharges shall remain in effect until the cost of the intended installations, adjustments or improvements to the water pollution control utility has been retired and the capital improvement surcharge area has been retired.

(B) The designated capital improvement surcharge areas, the respective amount of the surcharges, and frequency of the surcharges include the following:

Capital Improvement Surcharge Area	Unit of Measure	Effective January 1, 2015	Effective January 1, 2016	Effective January 1, 2017	Effective January 1, 2018	Effective January 1, 2019
Deer Track Area	Per ERU Per month	$ 42.00	$ 42.00	$ 42.00	$ 42.00	$ 42.00
Neuhaus Extension	Per ERU Per month	$ 20.00	$ 20.00	$ 20.00	$ 20.00	$ 20.00
Rothman Road Area	Per ERU Per month	$ 22.50	$ 22.50	$ 22.50	$ 22.50	$ 22.50
Southtown Center Area	Per ERU Per month	$ 4.00	$ 4.00	$ 4.00	$ 4.00	$ 4.00
Tiernam Shed B	Per ERU Per month	$ 22.50	$ 22.50	$ 22.50	$ 22.50	$ 22.50
Upper Ely	Per ERU Per month	$ 20.00	$ 20.00	$ 20.00	$ 20.00	$ 20.00
Zanesville	Per ERU Per month	$ 12.00	$ 15.00	$ 15.00	$ 15.00	$ 0.00

51.076 AREA CONNECTION FEES (as approved by Ordinance No. ___ and moved from Section 51.076.5)

(A) Area Connection Fee Charges, for areas as designated on Exhibit __.

Southeast	$350 per ERU
Southtown Centre	$2,450 per ERU
Tiernan	$1,200 per ERU
Notestine	$1,800 per ERU
Rothman	$2,700 per ERU

North Maumee	$2,100 per ERU
Central	$600 per ERU
Neuhaus	$1,400 per ERU
Southwest	$750 per ERU
Upper Ely	$2,000 per ERU
Upper Spy Run	$1,800 per ERU
Zanesville	$2,500 per ERU
Deer Track Area	$2,950 per ERU

(B) These charges are subject to change as warranted and authorized by Ordinance.

51.077 CONTRACT CUSTOMERS (delete existing and replace)

Contract customer rates are applicable only to those users that meet the criteria described in the definition of a contract customer. If a user does not meet the criteria in the definition of a contract customer, the user will be considered to be a retail customer and retail rates shall apply.

In the event City Utilities consummates a contract to serve as a regional treatment plant to a contract customer the following fees and charges shall apply:

(A) *Treatment charge (per 100 cubic feet).*

(B) *Conveyance charge (per 100 cubic feet).* A variable charge for conveyance and collections costs attributable to each contract customer's portion of the city conveyance system, and operating costs associated therewith, shall be computed by the city and added to the treatment cost to arrive at the contractee's total metered rate.

(C) *Monthly service charge.*

(D) *Surveillance/Evaluation charge.* All contract customers discharging wastes into the system that require continuing surveillance sampling and waste evaluation, shall be subject to 51.071(A) *Surveillance/evaluation charge inside City* to cover the costs of such services.

(E) *Excess strength of waste.* In the event a contract customer user contributes waste having a strength of sewage in excess of domestic waste characteristics, as hereinbefore defined, a surcharge shall be implemented per 51.072(B) *Strength of waste surcharge inside City.*

(F) *Capital surcharge.* In the event a contract customer delivers sewage for treatment to the city for three consecutive billing periods (approximately 90 consecutive days) which is in excess of the base volume limit guaranteed in the contract, then the customer will be subject to a capital surcharge, computed at the capital rate per 100 cubic feet in effect for outside the city customers set out elsewhere herein. The capital rate per 100 cubic feet shall be multiplied by the excess percentage of volume calculated by dividing the daily average for three billing periods by the contracted volume limit (in gallons per day).

(G) *Volumetric Exceedance Fee.* The additional fee for exceedances to the contractual volume limits to be collected from contract customer users discharging sewage to the water pollution control utility. This fee (also defined and specified in contracts under different terminology, such as the "Treatment Plant Capital Surcharge") shall be collected as specified in each contract and calculated as defined by the contract. Such fees shall contribute to the payment of costs associated with operation, installation, adjustment or other improvements to the water pollution control utility intended to serve the contract customer when it discharges flows exceeding the capacity allocated per the contract.

(H) *Peak Flow Exceedance Fee.* The additional fee for exceedances to the contractual peak flow limits to be collected from contract customer users discharging sewage to the water pollution control utility. This fee (also defined and specified in contracts under different terminology, such as "Peak Penalty Rates") shall be collected as specified in each contract and calculated as defined by the contract. Such fees shall contribute to the payment of costs associated with operation, installation, adjustment or other improvements to the water pollution control utility intended to serve the contract customer when it discharges flows exceeding the capacity allocated per the contract.

(I) *Other provisions.* In the event sewage received pursuant to any contract entered into under this section exceeds any of the limitations imposed by this chapter, City Utilities shall have the right to impose all limitations, charges and penalties applicable to any non- contract customer user. Each contract entered into by City Utilities pursuant to the foregoing rate classification shall provide that the contract customer shall agree to enact and maintain a sewer use ordinance and user charge system acceptable to City Utilities and in conformance with City Utilities' obligations under Sec. 204 (b) (1), Public Law 92-500 as amended and supplemented, and guidelines and regulations promulgated thereunder by the U.S. Environmental Protection Agency and 40 CFR 35-905-8, 35-928-1 and 35-928-2 and 35-935-13.

Town of Grabill

	Unit of Measure	Effective January 1, 2015	Effective January 1, 2016	Effective January 1, 2017	Effective January 1, 2018	Effective January 1, 2019
Treatment	Per ccf per month	$ 1.7334	$ 1.9036	$ 2.0247	$ 2.0441	$ 2.1498
Conveyance	Per ccfper month	$ 0.4574	$ 0.4682	$ 0.5039	$ 0.4971	$ 0.5527
Total	Per ccf per month	$ 2.1908	$ 2.3718	$ 2.5286	$ 2.5412	$ 2.7025
Monthly Service Charge	Per month	$2,746.24	$2,863.58	$2,996.58	$3,364.63	$3,501.90

Leo-Cedarville Regional Sewer District

	Unit of Measure	Effective January 1, 2015	Effective January 1, 2016	Effective January 1, 2017	Effective January 1, 2018	Effective January 1, 2019
Treatment	Per ccf per month	$ 1.7334	$ 1.9036	$ 2.0247	$ 2.0441	$ 2.1498
Conveyance	Per ccf per	$ 0.5514	$ 0.5644	$ 0.6074	$ 0.5993	$ 0.6664

	month					
Total	Per ccf per month	$ 2.2848	$ 2.4680	$ 2.6321	$ 2.6434	$ 2.8162
Monthly Service Charge	Per month	$7,315.24	$7,627.43	$7,981.58	$8,962.63	$9,328.90

Maysville Regional Sewer District

	Unit of Measure	Effective January 1, 2015	Effective January 1, 2016	Effective January 1, 2017	Effective January 1, 2018	Effective January 1, 2019
Treatment	Per ccf per month	$ 1.7334	$ 1.9036	$ 2.0247	$ 2.0441	$ 2.1498
Conveyance	Per ccf per month	$ 0.3273	$ 0.3350	$ 0.3605	$ 0.3557	$ 0.3955
Total	Per ccf per month	$ 2.0607	$ 2.2386	$ 2.3852	$ 2.3998	$ 2.5453
Monthly Service Charge	Per month	$1,832.24	$1,910.43	$1,999.58	$2,244.63	$2,336.90

City of New Haven

	Unit of Measure	Effective January 1, 2015	Effective January 1, 2016	Effective January 1, 2017	Effective January 1, 2018	Effective January 1, 2019
Treatment	Per ccf per month	$ 1.7334	$ 1.9036	$ 2.0247	$ 2.0441	$ 2.1498
Conveyance	Per ccf per month	$ 0.0852	$ 0.0872	$ 0.0939	$0.0926	$ 0.1030
Total	Per ccf per month	$ 1.8186	$ 1.9908	$ 2.1186	$ 2.1367	$ 2.2528
Monthly Service Charge	Per month	$6,058.24	$6,317.43	$6,610.58	$7,422.63	$7,726.90

General Motors

	Unit of Measure	Effective January 1, 2015	Effective January 1, 2016	Effective January 1, 2017	Effective January 1, 2018	Effective January 1, 2019
Treatment	Per ccf per month	$ 1.7334	$ 1.9036	$ 2.0247	$ 2.0441	$ 2.1498
Conveyance	Per ccf per month	$ 0.3521	$ 0.3604	$ 0.3879	$ 0.3827	$ 0.4255
Total	Per ccf per month	$ 2.0855	$ 2.2640	$ 2.4126	$ 2.4268	$ 2.5753
Monthly	Per month	$9,485.24	$9,889.43	$10,349.58	$11,621.63	$12,096.90

Service Charge						

Institutional Power Plant

	Unit of Measure	Effective January 1, 2015	Effective January 1, 2016	Effective January 1, 2017	Effective January 1, 2018	Effective January 1, 2019
Treatment	Per ccf per month	$ 3.2478	$ 3.5803	$ 3.8241	$ 3.8496	$ 4.0687
Conveyance	Per ccf per month	$ 2.2778	$ 2.4146	$ 2.6480	$ 2.9535	$ 3.2613
Total	Per ccf per month	$ 5.5256	$ 5.9949	$ 6.4721	$ 6.8031	$ 7.3300
Monthly Service Charge	Based on meter size per month as shown in 51.069(C)(2)					

Allen County Regional Water and Sewer District

	Unit of Measure	Effective January 1, 2015	Effective January 1, 2016	Effective January 1, 2017	Effective January 1, 2018	Effective January 1, 2019
Treatment	Per ccf per month	$ 1.7334	$ 1.9036	$ 2.0247	$ 2.0441	$ 2.1498
Conveyance	Per ccf per month	$ 0.9866	$ 1.0462	$ 1.1259	$ 1.0792	$ 1.1925
Total	Per ccf per month	$ 2.7200	$ 2.9498	$ 3.1506	$ 3.1233	$ 3.3423
Monthly Service Charge	Per month	$5,430.24	$5,864.43	$6,137.58	$6,695.63	$6,924.90

51.078 delete

51.079 delete

2. The rates moved to Sections 51.074 and Section 51.076 have been approved and established by Council in Ordinance No. ____. The intent of this Ordinance is not to establish a new fee or adjust the fees appearing in that section and only to move those Sections to be consistent with the rest of this Ordinance.

3. The rates moved to Section 51.075 have been approved and established by Council in Amended Ordinance No. G-25-13. The intent of this Ordinance is not to establish a new fee or adjust the fees appearing in that section and only to move those Sections to be consistent with the rest of this Ordinance.

4. The following Section 41.07 shall be amended to delete specific rates and fees from Section 41.07, which also appear in Chapters 51, 52 and 53, for the purposes of clarity. The fees in Chapter 51 shall be amended in accordance with the rates and fees which are approved by this Ordinance. The fees in Chapters 52 and 53 not being adjusted by this Ordinance and shall remain in effect. Section 41.07 shall be amended as follows:

41.07 COMPREHENSIVE FEE, FINE AND PENALTY SCHEDULE.

Delete (~~strikethrough~~) and Replace (**bold**) as follows:

51	**SEWERS**		
~~053~~	~~Private sewage disposal construction permit.~~	~~New: $75; Repair: $50; Revision: $20/modification~~	~~Fee~~
~~054~~	~~installers registration~~	~~$40 - annually~~	~~Fee~~
~~059~~	~~General penalty for this chapter~~	~~$500~~	~~Fine~~
~~069(A)~~	~~Sewage - In-City Residential User Charges per 100 cubic feet~~	~~Treatment: $1.9438; Conveyance and collection: $2.0524; Total: $3.9962~~	~~Fee~~
~~069(A)~~	~~Sewage billing charge - In-City~~	~~$5.68~~	~~Fee~~
~~069(B)~~	~~Sewage - Outside-City Residential User Charges per 100 cubic feet~~	~~Treatment: $2.4298; Conveyance and collection: $2.5656; Total: $4.9954~~	~~Fee~~
~~069(B)~~	~~Sewage billing charge - Outside-City~~	~~$7.10~~	~~Fee~~
~~069(D)~~	~~Single-family Dwelling flat Rate charges: In-City~~	~~$54.64~~	~~Fee~~
~~069(D)~~	~~Single-family Dwelling flat Rate charges: Outside City~~	~~$57.05~~	~~Fee~~
~~069(D)~~	~~Multifamily Dwelling flat rate charges~~	~~Estimated by City based upon number of units.~~	~~Fee~~
~~070~~	~~Sewage - Industrial User Charges~~	~~see §069(A)~~	~~Fee~~
~~071~~	~~Sewage - Commercial User Charges~~	~~see §069(A)~~	~~Fee~~
	~~Food Service Establishment Surcharge ***~~	~~$0.9248~~	
~~072~~	~~Sewage - Institutional User Charges~~	~~see §069(A)~~	~~Fee~~
~~073~~	~~Sewage - Governmental User Charges~~	~~see §069(A)~~	~~Fee~~
~~074~~	~~Sewage - Wholesale Contract Customer Charges~~	~~see §069(A) Treatment~~	~~Fee~~
~~075~~	~~Sewage - Bulk Waste Charges per load~~	~~Industrial Waste Charge $91.34~~ ~~Domestic Waste Charge $54.77~~	~~Fee~~
~~076~~	~~Sewage - Strength-of-Waste surcharge per 100 cubic feet~~		~~Fee~~
	~~Suspended Solids~~	~~$0.00060326728~~	
	~~Biochemical Oxygen Demand~~	~~$0.00076966345~~ ~~$0.00908328575~~	

	~~Phosphorus~~	~~$0.00233579108~~	
	~~Amonia~~		
~~077~~	~~Sewage - Capital Improvement surcharge monthly~~		~~Fee~~
	~~Neuhause Extension~~	~~$20.00~~	
	~~Tiernan Shed B~~	~~$22.50~~	
	~~Rothman Road~~	~~$22.50~~	
	~~Dear Track~~	~~$47.95~~	
	~~Southtown~~	~~$ 4.00~~	
	~~Upper Ely~~	~~$20.00~~	
~~078~~	~~Sewage - Continuing surveilance sampling~~	~~Type 1 - $137.48 per month~~ ~~Type 2 - $151.48 per month~~	~~Fee~~
~~999~~	~~General penalty for this chapter~~	~~$2500~~	~~Fine~~

Please See Chapter 51 for Sewer Rates and Fees.

52 WATER AND WATERCOURSES

~~15~~	~~Water Rates - Inside City (100 cu.ft.)~~		~~Fee~~
	~~First 2,500 cu.ft.~~	~~$1.49~~	
	~~Next 9,500 cu.ft.~~	~~$1.33~~	
	~~Over 12,000 cu.ft.~~	~~$1.24~~	
	~~Water Rates - Outside City (100 cu.ft.)~~		
	~~First 2,500 cu.ft.~~	~~$1.71~~	
	~~Next 9,500 cu.ft.~~	~~$1.66~~	
	~~Over 12,000 cu.ft.~~	~~$1.55~~	
~~16~~	~~Private Fire protection service~~	~~Per annum: For each fire hydrant $373.73;~~ ~~2" connection $41.11;~~ ~~3" connection $93.44;~~ ~~4" connection $164.44;~~ ~~6" connection $373.73;~~ ~~8" connection $665.23;~~ ~~10" connection $1,038.95;~~ ~~12" connection $1,494.90;~~ ~~16" connection $2,657.19~~	~~Fee~~
~~17~~	~~Municipal service~~	~~$373.73 per annum per fire hydrant~~	~~Fee~~

Please see Chapter 52 for Water Rates and Fees.

53 STORMWATER MANAGEMENT DEPARTMENT

~~56~~	~~Stormwater Rate~~	~~First 199 ERUs $3.65 per ERU per month; Next 300 ERUs $3.29 per ERU per month; Over 500 ERUs $2.92 per ERU per month~~	~~Fee~~
~~60(B)(3)(a)~~	~~Stormwater Discount and credit~~	~~$25 for residential users; $100 for all others~~	~~Fee~~
~~71~~	~~General penalty for this chapter~~	~~$2500~~	~~Fine~~

Please see Chapter 53 for Stormwater Rates and Fees.

Accounting Report on Rate Study

City of Fort Wayne, Indiana

Municipal Sewage Works

June 16, 2014

Umbangh
Certified Public Accountants
Indianapolis, Indiana

TABLE OF CONTENTS

ACCOUNTANTS' RATE STUDY AND COMPILATION REPORT

PRO FORMA EXPENSES, NORMALIZED REVENUES AND ALLOCATION OF EXPENSES

3 - 4 Summary of Significant Assumptions and Notes
5 - 6 Pro Forma Annual Operating Expenses
7 - 10 Calculation of Normalized Annual Operating Revenues
11 Schedule of Annual Bills and Treated Flow - Summary
12 Schedule of Annual Bills and Treated Flow – Inside City
13 Schedule of Annual Bills and Treated Flow –Outside City
14 Schedule of Loadings and Other Misc. Charge Billing Determinates
15 - 19 Schedule of Annual Capital Improvements and Replacements
20 Estimated Sources and Uses of Funds
21 Schedule of Amortization of $78,500,000 Principal Amount of Proposed Sewage Works Revenue Bonds of 2015
22 Proposed Schedule of Combined Bond Amortization
23 - 24 Pro Forma Annual Revenue Requirements and Annual Revenues
25 - 26 Allocation of Revenue Requirements to Cost Function

CALCULATION OF TREATMENT RATES AND CHARGES

27 - 29 Allocation of Pro Forma Treatment Expense to Customer Classes
30 Allocation of Pro Forma Treatment I/I Expense to Customer Classes
31 Calculation of Pro Forma Excess Strength Rates and Charges
32 Calculation of Pro Forma Treatment Rates and Charges
33 Calculation of Pro Forma Restaurant Surcharge
34 Calculation of Pro Forma Waste Evaluation Charges
35 Calculation of Pro Forma Bulk Waste Charges
36 Summary of Treatment Plant Operating Statistics for the Twelve Month Period May 1, 2012 through April 30, 2013

CALCULATION OF CONVEYANCE RATES AND CHARGES

37 Calculation of Conveyance Allocation Factors
38 Schedule of Pro Forma Equivalent Dwelling Units ("EDUs")
39 Calculation of Pro Forma Conveyance Flow Rate
40 Calculation of Pro Forma Conveyance Base Charge

CALCULATION OF BILLING CHARGE AND FLAT RATE CHARGE

41 Calculation of Pro Forma Billing Charge
42 Calculation of Pro Forma Flat Rate Monthly Charge

SUMMARY OF RATES

43 Schedule of Present and Proposed Rates and Charges
44 Calculation of Pro Forma Revenues at Proposed Rates and Charge
45 Forecasted Five-Year Revenues Versus Revenue Requirements

TABLE OF CONTENTS (Cont'd)

SUMMARY OF RATES (Cont'd)

46 - 47 Schedule of Proposed Five-Year Rate Plan
48 Estimated Sources and Uses of Funds
49 Schedule of Amortization of $91,550,000 Principal Amount of Proposed Sewage Works Revenue Bonds of 2017
50 Schedule of Amortization of $104,420,000 Principal Amount of Proposed Sewage Works Revenue Bonds of 2019
51 Proposed Schedule of Combined Bond Amortization

UNAUDITED SUPPLEMENTAL FINANCIAL DATA

52 - 53 Comparative Statement of Net Position
54 Comparative Statement of Revenues, Expenses and Changes in Net Position
55 - 56 Comparative Detail of Operating Expenses
57 - 58 Comparative Statement of Cash Flows
59 - 60 Comparison of Account Balances With Minimum Balances Required
61 Schedule of Amortization of $28,675,000 Principal Amount of Outstanding Sewage Works Revenue Bonds, Series 2005
62 Schedule of Amortization of $19,930,000 Principal Amount of Outstanding Sewage Works Revenue Bonds, Series 2007
63 Schedule of Amortization of $471,000 Principal Amount of Outstanding Sewage Works Revenue Bonds, Series 2008
64 Schedule of Amortization of $4,413,616 Principal Amount of Outstanding Sewage Works Revenue Bonds, Series 2009, Series A
65 Schedule of Amortization of $27,129,399 Principal Amount of Outstanding Sewage Works Revenue Bonds, Series 2009, Series B
66 Schedule of Amortization of $41,045,000 Principal Amount of Outstanding Sewage Works Revenue Bonds of 2010
67 Schedule of Amortization of $38,100,000 Principal Amount of Outstanding Sewage Works Revenue Bonds of 2011, Series A
68 Schedule of Amortization of $32,376,000 Principal Amount of Outstanding Sewage Works Revenue Bonds of 2011, Series B
69 Schedule of Amortization of $10,415,000 Principal Amount of Outstanding Sewage Works Revenue Bonds of 2012, Series A
70 Schedule of Amortization of $15,530,000 Principal Amount of Outstanding Sewage Works Revenue Bonds of 2012, Series B
71 Schedule of Amortization of $19,675,000 Principal Amount of Outstanding Sewage Works Refunding Revenue Bonds of 2012
72 Schedule of Amortization of $32,955,000 Principal Amount of Sewage Works Refunding Revenue Bonds of 2013, Series A
73 Schedule of Amortization of $42,260,000 Principal Amount of Sewage Works Revenue Bonds of 2013, Series B
74 Schedule of Amortization of $7,335,000 Principal Amount of Sewage Works Refunding Revenue Bonds of 2013
75 - 76 Schedule of Combined Bond Amortization
77 Allocation of Debt Service to Purpose

UMBAUGH

H. J. Umbaugh & Associates
Certified Public Accountants, LLP
8365 Keystone Crossing
Suite 300
Indianapolis, IN 46240-2687
Phone: 317-465-1500
Fax: 317-465-1550
www.umbaugh.com

ACCOUNTANTS' RATE STUDY AND COMPILATION REPORT

June 16, 2014

Mr. Kumar Menon
Director of City Utilities
City of Fort Wayne
200 East Berry Street
Fort Wayne, IN 46802

Re: Fort Wayne (Indiana) Municipal Sewage Works – Cost-of-Service Study

In connection with the proposed adjustment in the Sewage Works' schedule of sewer rates and charges, we have, at your request, compiled this special purpose rate study report.

This special purpose rate study report has been prepared for the purpose of requesting approval of a new schedule of sewer rates and charges and should not be used for any other purpose.

Further, the pro forma financial information in this report which has not been compiled, reviewed or audited by us, is based upon unaudited financial information for the twelve months ended April 30, 2013, which was compiled by us and assumptions provided by management and their consulting engineers or obtained from other sources. This pro forma financial information is prepared for the purpose of showing the estimated financial effects on the utility's revenue and revenue requirements of adjustments in rates and charges for service and other changes that may be reasonably fixed, known or measured. The actual results achieved may vary from the pro forma information and the variations may be material. We have no responsibility to update this report for events and circumstances occurring after the date of this report.

We have compiled the accompanying comparative statement of net position of the Sewage Works as of December 31, 2010, 2011, and 2012 and the twelve months ended April 30, 2013, the related statements of revenues, expenses and changes in net position, and cash flows for the periods then ended and supplementary data. We have not audited or reviewed the accompanying historical financial statements and supplementary data, and accordingly, do not express an opinion or provide any assurance about whether the financial statements are in accordance with accounting principles generally accepted in the United States of America.

(Continued on next page)

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America and for designing, implementing, and maintaining internal control relevant to the preparation and fair presentation of the financial statements.

Our responsibility is to conduct the compilation in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. The objective of a compilation is to assist management in presenting financial information in the form of financial statements without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the financial statements.

Management has elected to omit substantially all of the disclosures required by generally accepted accounting principles. If the omitted disclosures were included in the financial statements, they might influence the user's conclusions about the Sewage Works financial position, results of operations and its cash flows. Accordingly, these financial statements are not designed for those who are not informed about such matters.

FORT WAYNE (INDIANA) MUNICIPAL SEWAGE WORKS

PRO FORMA EXPENSES, NORMALIZED REVENUES AND ALLOCATION OF EXPENSES

FORT WAYNE (INDIANA) MUNICIPAL SEWAGE WORKS

SUMMARY OF SIGNIFICANT ASSUMPTIONS AND NOTES

- **Litigation**
  - The City of Fort Wayne is presently involved in litigation with a customer with which it previously had a contract to provide sanitary sewage treatment service. A customer that does not meet the characteristics of a contract customer identified on page 3 will be considered a retail customer, not a contract customer, and will be charged accordingly. Assumptions that may be construed as contrary to that position have been made solely for the purposes for which this Accounting Report on Rate Study was prepared as a means of determining the least amount of revenue that must be generated in order to pay the costs identified in the Report. Those same assumptions shall not be considered as representations, admissions, or statements against interest by which the City of Fort Wayne may be estopped or for which the City of Fort Wayne may be held liable.

- **Three Cost of Service Rate Categories**
  - Retail - Inside City
  - Retail - Outside City
  - Contract Customer (for purposes of this report included in the Contract Customer Cost of Service Rate Category are Grabill, Huntertown, Leo Cedarville, Maysville, New Haven, General Motors, and Allen Co. Regional Water and Sewer District).

- **Contract Customer Characteristics**
  - Signed long term (20 year+) contract committing to send sewer flows to Fort Wayne.
  - Provide growth projections, estimated average day flows, agree to peak flow limits and seek capacity reservations for those flows which allows Fort Wayne to long term plan for accommodating those capacities
  - Commit to controlling peak flows and managing capacities or pay penalties for exceedences
  - Customers for whom Fort Wayne provides less than all of administrative, customer collection, conveyance and treatment services needed by the customers or
  - Customers that receive all the needed administrative, customer collection, conveyance and treatment services from Fort Wayne, but by the terms of the contract commit themselves to restrictions not applicable to retail customers

- **Rate Methodology**
  - Sewage Works costs are separated into three categories
    1. Treatment costs (includes Operations & Maintenance (O&M), Payment in Lieu of Taxes (PILOT), Debt Service (DS) and capital additions / components)
       - Treatment O&M costs are allocated to flow, extra-strength (Total Suspended Solids (TSS), Biochemical Oxygen Demand/Carbonaceous Biochemical Oxygen Demand (BOD/CBOD), Phosphorous and Ammonia) and inflow and infiltration
         - Inflow and infiltration is allocated to retail customer classes based on adjusted test year flows
         - Inflow and infiltration is allocated to Contract Customers based on system allowances for leakage per design standards and estimated wet weather inflows along interceptors
           - Current breakdown of I/I for Flow is:
             - Retail – Inside City – 85.4%
             - Retail – Outside City – 11.3%
             - Contract Customers – 3.3%
           - Current breakdown of I/I for TSS, BOD, Phosphorus, and Ammonia is:
             - Retail – Inside City – 83.4%
             - Retail – Outside City – 11.0%
             - Contract Customers – 5.6%
       - Treatment PILOT, DS and capital costs are allocated to flow

(Continued on next page)

(The Accountants' Compilation Report and the summary of significant assumptions and notes are an integral part of this statement.)

SUMMARY OF SIGNIFICANT ASSUMPTIONS AND NOTES

2. Conveyance costs (includes O&M, PILOT, DS and capital components)
   - Conveyance O&M, PILOT and capital costs are allocated to customer classes based on their capacity miles in proportion to the total conveyance system peak capacity miles
     - Contract Customer O&M, PILOT and capital costs are directly allocated to customer based on capacity miles
       - Capacity calculation is based on contract specified peak flow capacity (in gpm) and distance from Contract Customer connection point to the wastewater treatment plant
     - Conveyance O&M, PILOT and capital costs are recovered via a flow based conveyance rate
   - Conveyance DS costs are categorized as Common to All or Retail Only
     - Common to All Conveyance DS costs consist of all debt issued prior to 2014 for conveyance system improvements and debt issued after 2013 that is related to conveyance system projects that will benefit Contract Customers
     - Retail Only Conveyance DS costs are the debt service issued for conveyance system improvements not allocated to Common to All
     - Conveyance DS costs are recovered via:
       - Retail – 50% via flow rate / 50% via base charge
       - Contract Customer – 100% via a fixed monthly base charge that would only change due to changes in a customer's capacity requirements or debt service requirements
3. Billing costs (includes O&M, PILOT, DS and capital components)
   - Billing costs are recovered via a monthly billing charge calculated in relation to the cost of preparing, issuing, collecting and accounting for a sewer

- **Rate Adjustments**
  - 2013/2014 cost of service study includes rate schedule for years 2015, 2016, 2017, 2018 and 2019 with rates to be implemented January 1 of each year
  - Beyond 2019 City is committed to extension of 2013/2014 cost of service study methodology framework updated for the following six items (primary features):
    1. Treatment costs will continue to be allocated to function and customer class using same methodology set in Rate Methodology (1) or the 2013/2014 cost of service study
    2. Inflow and infiltration allocated to Contract Customers will continue to be based on system allowances for leakage per design standards and estimated wet weather inflows along interceptors and using the same methodology as described in Rate Methodology (1).
    3. Conveyance DS costs will continue to be split between Common to All and Retail Only
    4. Contract Customers will pay their proportionate share (based on capacity) of Common to All Conveyance DS costs in the manner described above in Rate Methodology (2).
    5. Contract Customers will not share in Retail Only conveyance DS costs
    6. Billing costs will continue to be recovered using a monthly charge and as described in Rate Methodology (3).

(The Accountants' Compilation Report and the summary of significant assumptions and notes are an integral part of this statement.)

FORT WAYNE (INDIANA) MUNICIPAL SEWAGE WORKS

PRO FORMA ANNUAL OPERATING EXPENSES
Adjustments Per the 2013 Budgets Operating and Capital

	12 Months Ended 4/30/2013 (Pages 55 - 56)	Adjustment (1)	Pro Forma (1)
Collection System:			
Salaries and wages	$2,353,249	$86,674	$2,439,923
Overtime	97,190	22,522	119,712
Employee benefits	590,625	38,683	629,308
Health insurance	649,000	(11,800)	637,200
Unemployment	2,630	-	2,630
Worker's compensation	29,711	(2,442)	27,269
Office supplies	29,369	27,956	57,325
Materials and supplies	259,550	51,025	310,575
Fuel	159,821	(1,821)	158,000
Chemicals	75,080	1,220	76,300
Repairs and maintenance - materials	86,659	108,541	195,200
Outside services	17,915	535	18,450
Postage and freight	667	(17)	650
Telephone	8,645	11,410	20,055
Education and travel	14,214	11,186	25,400
Miscellaneous	7,151	7,774	14,925
Insurance	64,361	(19,597)	44,764
Utilities	29,320	12,030	41,350
Contractual services	541,072	33,596	574,668
Rentals	20,085	6,465	26,550
Subscriptions, dues and licenses	822	10,828	11,650
Total Collection System	5,037,136	394,768	5,431,904
Sewage Treatment:			
Salaries and wages	2,195,761	72,700	2,268,461
Overtime	386,696	(3,536)	383,160
Employee benefits	629,997	21,908	651,905
Health insurance	601,800	(5,900)	595,900
Unemployment	2,734	-	2,734
Worker's compensation	26,114	(2,632)	23,482
Office supplies	43,986	19,214	63,200
Materials and supplies	186,751	97,299	284,050
Fuel	277,640	51,744	329,384
Laboratory supplies	56,119	13,581	69,700
Chemicals	768,725	(1,325)	767,400
Repairs and maintenance - materials	209,359	59,141	268,500
Outside services	13,843	27,707	41,550
Postage and freight	4,941	1,259	6,200
Telephone	40,249	2,851	43,100
Education and travel	3,186	23,714	26,900
Miscellaneous	345	1,655	2,000
Insurance	174,938	(28,256)	146,682
Utilities	1,430,633	101,267	1,531,900
Subtotal to carry forward	7,053,817	452,391	7,506,208

(1) Adjustments and pro forma numbers are per the "City of Fort Wayne Utilities 2013 Budgets Operating and Capital" as approved December 20, 2012.

(Continued on next page)

(The Accountants' Compilation Report and the summary of significant assumptions and notes are an integral part of this statement.)

FORT WAYNE (INDIANA) MUNICIPAL SEWAGE WORKS

(Cont'd)

PRO FORMA ANNUAL OPERATING EXPENSES
Adjustments Per the 2013 Budgets Operating and Capital

	12 Months Ended 4/30/2013 (Pages 55 - 56)	Adjustment (1)	Pro Forma (1)
Subtotal carried forward	$7,053,817	$452,391	$7,506,208
Sewage Treatment (cont'd):			
Contractual services	3,132,795	(1,756,060)	1,376,735
Rentals	9,895	6,405	16,300
Subscriptions, dues and licenses	24,668	532	25,200
Laboratory fees	43,751	14,049	57,800
Repairs and maintenance	-	1,500	1,500
Total Sewage Treatment	10,264,926	(1,281,183)	8,983,743
Customer Accounts:			
Records and collections expense	1,276,831	54,916	1,331,747
Administrative and General:			
Salaries and wages	3,675,162	295,818	3,970,980
Overtime	-	2,338	2,338
Employee benefits	96,398	34,255	130,653
Health insurance	82,600	23,600	106,200
Unemployment	596	-	596
Worker's compensation	4,239	306	4,545
Education and travel	-	12,600	12,600
Subscriptions, dues and licenses	1,757	(1,757)	-
Materials and supplies	142,177	(11,621)	130,556
Outside services	270,980	51,020	322,000
Postage and freight	222	(222)	-
Miscellaneous	18,208	66,792	85,000
Insurance	14,153	263	14,416
Contractual services	68,689	(25,489)	43,200
Rentals	15,394	(9,118)	6,276
Paying agent fees	7,950	(3,950)	4,000
Services and charges - administrative allocation	2,146,348	(42,380)	2,103,968
Extraordinary PERF adjustment	350,582	(350,582)	-
Bad debt expense	167,564	17,436	185,000
Total Administrative and General	7,063,019	59,309	7,122,328
Total Operating Expenses	$23,641,912	($772,190)	$22,869,722
Estimated Inflation Increase (2014) (2)			2.463%
Subtotal			23,432,890
Estimated Inflation Increase (2015) (2)			3.147%
Pro Forma Operating Expenses for 2015			$24,170,215

(1) Adjustments and pro forma numbers are per the "City of Fort Wayne Utilities 2013 Budgets Operating and Capital" as approved December 20, 2012.

(2) Per utility management estimates.

(The Accountants' Compilation Report and the summary of significant assumptions and notes are an integral part of this statement.)

FORT WAYNE (INDIANA) MUNICIPAL SEWAGE WORKS

CALCULATION OF NORMALIZED ANNUAL OPERATING REVENUES

See Explanation of Adjustments, pages 7 - 10.

	12 Months Ended 4/30/2013	Adjustments		Normalized Revenues	
Operating Revenues:	(Page 54)				
Metered Revenue:					
Residential	$28,970,351	$3,377,752	(1)	$32,348,103	*
Commercial	11,221,507	1,401,605	(1)	12,623,112	*
Industrial	3,741,060	(1,076,769)	(1)(x)	2,664,291	*
Institutional	2,665,481	98,469	(1)	2,763,950	*
Sales to public authorities	616,867	47,476	(1)	664,343	*
Contract customers	2,590,209	1,187,023	(1)(x)	3,777,232	*
Excessive strength surcharges	892,298	25,328	(2)	917,626	*
Bulk haulers	230,803	(1,807)	(3)	228,996	*
Forfeited discounts	658,805			658,805	
Surveillance - sales for resale	26,426	1	(4)	26,427	*
Capital Surcharges	356,100	540	(5)	356,640	
Miscellaneous revenue	37,246	(37,246)	(6)	-	
Burden transfers	189,508	89,269	(7)	278,777	
Totals	$52,196,661	$5,111,641		$57,308,302	

* Adustable rates (see page 23).

(x) Majority of adjustment is due to movement of GM from industrial class to contract customers.

EXPLANATION OF ADJUSTMENTS

Adjustment (1)

Metered Revenue

To normalize metered revenue based on test year billing determinates and current user fees.

	Normalized $ (See Below)	Less: Test Year	Adjustment (1)
Metered Revenues:			
Residential	$32,348,103	($28,970,351)	$3,377,752
Commercial	12,623,112	(11,221,507)	1,401,605
Industrial	2,664,291	(3,741,060)	(1,076,769)
Institutional	2,763,950	(2,665,481)	98,469
Sales to public authorities	664,343	(616,867)	47,476
Contract customers	3,777,232	(2,590,209)	1,187,023

	Normalized Test Year Flow in ccf (Pages 11 - 13)	Rate per ccf*	Normalized Flow $
Metered Flow Charge:			
Inside City Retail:			
Residential	4,750,337	$4.3559	$20,691,992
Commercial	2,534,603	4.3559	11,040,477
Industrial	463,989	4.3559	2,021,090
Institutional	499,502	4.3559	2,175,781
Sales to public authorities	136,738	4.3559	595,617
Outside City Retail:			
Residential	557,572	5.4449	3,035,925
Commercial	148,819	5.4449	810,305
Industrial	82,022	5.4449	446,602
Institutional	99,066	5.4449	539,404
Sales to public authorities	9,313	5.4449	50,708
Contract customers	1,600,150	**	3,775,817

* Based on rates effective July 1, 2013 per Ordinance No. G-12-09.

** Based on rates effective July 1, 2013 as applied to individual sales for resale customers.
Note, this assumes Huntertown at 7/1/12 contract rate + 9% increase and GM becomes a contract customer.

(Continued on next page)

(The Accountants' Compilation Report and the summary of significant assumptions and notes are an integral part of this statement.)

CALCULATION OF NORMALIZED ANNUAL OPERATING REVENUES
EXPLANATION OF ADJUSTMENTS (CONT'D)

Adjustment (1) (Cont'd)

	Annual Bills (Pages 11 - 13)	Monthly Service Charge*	Normalized Service Charge $
Metered Customer Service Charge:			
Inside City Retail:			
Residential	820,722	$6.19	$5,080,269
Commercial	68,252	6.19	422,480
Industrial	3,310	6.19	20,489
Institutional	6,556	6.19	40,582
Sales to public authorities	2,490	6.19	15,413
Outside City Retail:			
Residential	88,284	7.73	682,435
Commercial	4,468	7.73	34,538
Industrial	390	7.73	3,015
Institutional	576	7.73	4,452
Sales to public authorities	86	7.73	665
Contract customers (included in misc. rev. in TY)	183	7.73	1,415

	Annual Unmetered Customers (Pages 11 - 13)	Monthly Flat Rate Charge*	Normalized Flat Rate $
Flat Rate Charge:			
Inside City Retail:			
Residential	25,067	$49.74	$1,246,833
Commercial	324	49.74	16,116
Industrial	12	49.74	597
Sales to public authorities	24	49.74	1,194
Outside City Retail:			
Residential	25,903	62.18	1,610,649
Commercial	436	62.18	27,110
Institutional	60	62.18	3,731
Sales to public authorities	12	62.18	746

	Test Year Flow in ccf (Page 14)	Rate per ccf*	Normalized $
Restaurant Surcharge:			
Commercial	263,488	$0.9248	$243,674

	Test Year Months (Page 14)	Charge per Month*	Normalized $
Surveillance:			
Commercial			
Type I	48	$137.48	$6,599
Type II	144	151.48	21,813
Industrial			
Type I	72	137.48	9,899
Type II	295	151.48	44,687

	Mo. Normalized Charge	12 Months	Normalized $
Specialty Surcharge (Valbruna and Dana):			
Industrial	$9,826 **	12	$117,912

* Based on rates effective July 1, 2013 per Ordinance No. G-12-09.

** Based on Valbruna usage of 2,213 ccf + service charge per month and Dana usage of 40 ccf + service charge per month.

(Continued on next page)

(The Accountants' Compilation Report and the summary of significant assumptions and notes are an integral part of this statement.)

CALCULATION OF NORMALIZED ANNUAL OPERATING REVENUES
EXPLANATION OF ADJUSTMENTS (CONT'D)

Adjustment (2)

Excessive Strength Surcharges

To normalize excessive strength surcharges based on test year loadings and current rates.

	Test Year Loadings in Lbs. (Page 14)	Rate per Pound*	Normalized $
Excess Strength:			
Suspended solids (TSS)	2,039,227	$0.0968	$197,397
Biochemical oxygen demand (BOD)	5,270,289	0.1235	650,881
Phosphorus	19,058	1.4575	27,777
Ammonia (Nitrates)	110,916	0.3748	41,571
Normalized Revenue			917,626
Less: Test Year			(892,298)
Adjustment (2)			$25,328

Adjustment (3)

Bulk Haulers

To normalize bulk hauler revenue based on test year gallons.

	Test Year Flow in 1,000 Gallons (Page 14)	Rate per 1,000 Gallons*	Normalized $
Domestic	2,420.49	$54.77	$132,570
Industrial	1,055.68	91.34	96,426
Normalized Revenue			228,996
Less: Test Year			(230,803)
Adjustment (3)			($1,807)

Adjustment (4)

Surveillance - Sales for Resale

To normalize surveillance - sales for resale customer revenue based on current customers and billed months.

	Test Year Months (Page 14)		Rate Per Month*	Normalized $
Type I	60	(x)	$137.48	$8,249
Type II	120	(xx)	151.48	18,178
Normalized Revenue				26,427
Less: Test Year				(26,426)
Adjustment (4)				$1

* Based on rates effective July 1, 2013 per Ordinance No. G-12-09.
(x) Based on five customers.
(xx) Based on ten customers.

(Continued on next page)

(The Accountants' Compilation Report and the summary of significant assumptions and notes are an integral part of this statement.)

CALCULATION OF NORMALIZED ANNUAL OPERATING REVENUES
EXPLANATION OF ADJUSTMENTS (CONT'D)

Adjustment (5)

Capital Surcharges

To adjust test capital surcharges based on April 2013 customer count and current charges.

	April 2013 Customers	Rate Per Month*	Normalized $
Neuhause Extension	673	$20.00	$13,460
Tiernan Shed B	363	22.50	8,168
Rothman Road	145	22.50	3,263
Deer Track	25	47.95	1,199
Southtown	12	4.00	48
Upper Ely	-	20.00	-
Zanesville	360	9.95	3,582
Subtotal			$29,720
Times: 12 Months			12
Normalized			356,640
Less: Test year			(356,100)
Adjustment (5)			$540

* Based on rates effective July 1, 2013 per Ordinance No. G-12-09.

Adjustment (6)

Miscellaneous Revenue

To adjust test year miscellaneous revenue to zero, based on historical information. Note, on historical financial statements contract customers billing charges were recorded in miscellaneous revenue. Per Adjustment (1) these are accounted for.

Adjustment (6)	($37,246)

Adjustment (7)

Burden Transfers

To adjust test year burden transfers based on the 2013 budget.

Operating Expense Category:	2013 Budget	Less: Test Year	Adjustment (7)
Collection system	$15,607	($42,813)	($27,206)
Sewage treatment	26,572	(6,879)	19,693
Administrative and general	236,598	(139,816)	96,782
Adjustment (7)	$278,777	($189,508)	$89,269

(The Accountants' Compilation Report and the summary of significant assumptions and notes are an integral part of this statement.)

FORT WAYNE (INDIANA) MUNICIPAL SEWAGE WORKS

SCHEDULE OF ANNUAL BILLS AND TREATED FLOW - SUMMARY

(See Pages 12 - 13 for Additional Detail)

User Class	Annual Bills	Normalized Test Year Flow* (in cef)
Residential:		
Metered	909,006	5,307,909
Unmetered	50,970	458,730
Subtotal	959,976	5,766,639
Commercial:		
Metered	72,720	2,683,422
Unmetered	760	6,840
Subtotal	73,480	2,690,262
Industrial (includes Industrial Power Plant of Allen Co.):		
Metered	3,700	546,011
Unmetered	12	108
Subtotal	3,712	546,119
Institutional:		
Metered	7,132	598,568
Unmetered	60	540
Subtotal	7,192	599,108
Sales to Public Authorities:**		
Metered	2,576	146,051
Unmetered	36	324
Subtotal	2,612	146,375
RETAIL SUMMARY:		
Metered	995,134	9,281,961
Unmetered	51,838	466,542
Total	1,046,972	9,748,503
Contract Customers (includes GM and Huntertown):		
Metered	183	1,600,150
Unmetered	-	-
Total	183	1,600,150
TOTAL SUMMARY:		
Metered	995,317	10,882,111
Unmetered	51,838	466,542
Total	1,047,155	11,348,653

* Based on TY billed flow adjusted for drought conditions and growth. Reduced flow by 216,578 cef for retail based on average of 2010 and 2011 flow. Increased flow 120,943 cef for contract customers based on five year historical flow information. Increase due to growth = 73,147 cef.

** Includes Governmental and Interdepartmental.

(The Accountants' Compilation Report and the summary of significant assumptions and notes are an integral part of this statement.)

FORT WAYNE (INDIANA) MUNICIPAL SEWAGE WORKS

SCHEDULE OF ANNUAL BILLS AND TREATED FLOW - INSIDE CITY

User Class	Annual Bills	Normalized Test Year Flow* (in ccf)		Average Per Bill (in ccf)
Residential:				
Metered (2)	820,722	4,750,337		5.80
Unmetered	25,067	225,603	(1)	9.00
Subtotal	845,789	4,975,940		5.90
Commercial:				
Metered	68,252	2,534,603		37.10
Unmetered	324	2,916	(1)	9.00
Subtotal	68,576	2,537,519		37.00
Industrial:				
Metered	3,310	463,989		140.20
Unmetered	12	108	(1)	9.00
Subtotal	3,322	464,097		139.70
Institutional:				
Metered	6,556	499,502		76.20
Unmetered	-	-	(1)	N/A
Subtotal	6,556	499,502		76.20
Sales to Public Authorities:**				
Metered	2,490	136,738		54.90
Unmetered	24	216	(1)	9.00
Subtotal	2,514	136,954		54.50
TOTAL SUMMARY:				
Metered	901,330	8,385,169		9.30
Unmetered	25,427	228,843		9.00
Total	926,757	8,614,012		9.30

(1) Assumes 9 ccf multiplied by unmetered annual bills.

(2) Adjusted for growth estimates provided by Utility (estimated monthly customer increase):

Residential - Metered (57) *(Migration to outside city)*

Assumes 6.7 ccf flow per metered growth customer.

* Based on TY billed flow adjusted for drought conditions. Reduced flow by 193,154 ccf based on average of 2010 and 2011 flow.

** Includes Governmental and Interdepartmental.

(The Accountants' Compilation Report and the summary of significant assumptions and notes are an integral part of this statement.)

FORT WAYNE (INDIANA) MUNICIPAL SEWAGE WORKS

SCHEDULE OF ANNUAL BILLS AND TREATED FLOW - OUTSIDE CITY

User Class	Annual Bills	Normalized Test Year Flow* (in ccf)		Average Per Bill (in ccf)
Residential:				
Metered (2)	88,284	557,572		6.30
Unmetered (2)	25,903	233,127	(1)	9.00
Subtotal	114,187	790,699		6.90
Commercial:				
Metered (2)	4,468	148,819		33.30
Unmetered	436	3,924	(1)	9.00
Subtotal	4,904	152,743		31.10
Industrial (includes Industrial Power Plant of Allen Co.):				
Metered	390	82,022		210.30
Unmetered	-	-	(1)	
Subtotal	390	82,022		210.30
Institutional:				
Metered	576	99,066		172.00
Unmetered	60	540	(1)	9.00
Subtotal	636	99,606		156.60
Sales to Public Authorities:**				
Metered	86	9,313		108.30
Unmetered	12	108	(1)	9.00
Subtotal	98	9,421		96.10
RETAIL SUMMARY:				
Metered	93,804	896,792		9.60
Unmetered	26,411	237,699		9.00
Total	120,215	1,134,491		9.40
Contract Customers (includes GM and Huntertown):				
Metered (3)	183	1,600,150		8,744.00
Unmetered	-	-	(1)	N/A
Total	183	1,600,150		8,744.00
TOTAL SUMMARY:				
Metered	93,987	2,496,942		26.60
Unmetered	26,411	237,699		9.00
Total	120,398	2,734,641		22.70

(1) Assumes 9 ccf multiplied by unmetered annual bills.

(2) Adjusted for growth estimates provided by Utility (estimated monthly customer increase):

Residential - Metered	110	
Residential - Unmetered	582	*(452 due to new ACRWSD Service Areas)*
Commercial - Metered	75	

Assumes 6.7 ccf flow per metered growth customer.

(3) Adjusted for drought based on five year historical flow (total adjustment = increase 120,943 ccf).

* Based on TY billed flow adjusted for drought conditions. Reduced flow by 23,424 ccf based on average of 2010 and 2011 flow.

** Includes Governmental and Interdepartmental.

(The Accountants' Compilation Report and the summary of significant assumptions and notes are an integral part of this statement.)

FORT WAYNE (INDIANA) MUNICIPAL SEWAGE WORKS

SCHEDULE OF LOADINGS AND OTHER MISC. CHARGE BILLING DETERMINATES

Excessive Strength:	Test Year Billed Loadings (in lbs.)
Industrial:	
Suspended solids (TSS)	1,893,465
Biochemical oxygen demand (BOD)	5,094,108
Phosphorus	19,058
Ammonia (Nitrates)	57,459
Contract Customers:	
Suspended solids (TSS)	145,762
Biochemical oxygen demand (BOD)	176,181
Phosphorus	-
Ammonia (Nitrates)	53,457
Totals:	
Suspended solids (TSS)	2,039,227
Biochemical oxygen demand (BOD)	5,270,289
Phosphorus	19,058
Ammonia (Nitrates)	110,916

Restaurant Surcharge:	Test Year Flow (in ccf)
Commercial	263,488

Surveillance Charges:	Annual Months Billed	Customers (Annual Months / 12)	
Type I:			
Commercial	48	4	
Industrial	72	6	
Contract Customers	60	5	
Type II:			
Commercial	144	12	
Industrial	295	24	(approx.)
Contract Customers	120	10	

Bulk Waste:	Test Year Flow (in 1,000 gallons)
Domestic	2,420.49
Industrial	1,055.68
Total	3,476.17

(The Accountants' Compilation Report and the summary of significant assumptions and notes are an integral part of this statement.)

FORT WAYNE (INDIANA) MUNICIPAL SEWAGE WORKS

SCHEDULE OF ANNUAL CAPITAL IMPROVEMENTS AND REPLACEMENTS

Per the 2014 - 2020 Capital Budget per Utility Management

Improvement	Category	Funding Source	2014	2015	2016	2017	2018	2019	2020	Totals
Outstanding Bonds:										
CSOCM6 - CSSCIP for sub basins for future PI	CSO/LTCP	2011 A Bond	$500,000							$500,000
CSOCM8 - Satellite treatment - St. Joe River outfall	CSO/LTCP	2012 B Bond	300,000							300,000
Program management assistance	CSO/LTCP	2012 B Bond	250,000							250,000
Primary/Secondary and digester improvements - part 1	Plant	2012 B Bond	1,000,000	$1,000,000						2,000,000
Swift relief - phase II	Collection System	2013 Bond	1,000,000							1,000,000
Northern area capacity improvements	Collection System	2013 Bond	650,000							650,000
Junk Ditch - 24" relief sewer	Collection System	2013 Bond	240,000							240,000
Junk Ditch - relief lift station	Collection System	2013 Bond	1,760,000							1,760,000
GS Interceptor relief	Collection System	2013 Bond	1,000,000	1,380,000						2,380,000
Permanent metering improvements - phase III	Collection System	2013 Bond	500,000							500,000
Sewer rehab allowance	Collection System	2013 Bond	3,000,000							3,000,000
CUBIS replacement	Collection System	2013 Bond	1,500,000							1,500,000
CSOCM2 - Effluent pump station	CSO/LTCP	2013 Bond	5,000,000	2,500,000						7,500,000
CSOCM6 - CSSCIP for sub basins for future PI	CSO/LTCP	2013 Bond	3,525,000							3,525,000
CSOCM6 - Ewing East/West - phase II	CSO/LTCP	2013 Bond	1,525,000							1,525,000
CSOCM11 - Wayne St. parallel interceptor	CSO/LTCP	2013 Bond	2,225,000							2,225,000
Primary/Secondary and digester improvements - part 2	Plant	2013 Bond	11,000,000	10,000,000						21,000,000
Proposed Bonds:										
St. Joe - Beckett relief sewer - phase II	Collection System	Future Bond		270,000	$2,800,000	$1,400,000				4,470,000
Northern area capacity improvements	Collection System	Future Bond		700,000	700,000					1,400,000
Martin/St. Joe pump station and force main	Collection System	Future Bond						$700,000	$800,000	1,500,000
Spy Run interceptor relief	Collection System	Future Bond		200,000	1,000,000					1,200,000
ND Washington relief	Collection System	Future Bond			140,000	2,150,000	$1,100,000			3,390,000
Neuhaus area relief sewer	Collection System	Future Bond						500,000	1,600,000	2,100,000
SE area capacity	Collection System	Future Bond			140,000	700,000	700,000			1,540,000
Rothman capacity improvements	Collection System	Future Bond		1,000,000						1,000,000
North Maumee - S relief sewer and pond 3 storage	Collection System	Future Bond		400,000	4,200,000	4,200,000				8,800,000
Sanitary sewer rehab allowance	Collection System	Future Bond		5,100,000	5,600,000	6,100,000	6,600,000	7,100,000	7,600,000	38,100,000
CSOCM5 - CSPS additional pumps and screens	CSO/LTCP	Future Bond						300,000	5,600,000	5,900,000
CSOCM6 - CSSCIP for sub basin for future PI	CSO/LTCP	Future Bond	3,000,000	4,700,000	3,500,000	3,500,000				14,700,000
CSOCM7 - Satellite storage basins - St. Joe River outfalls	CSO/LTCP	Future Bond		2,500,000						2,500,000
CSOCM9 - Satellite treatment for other outfalls	CSO/LTCP	Future Bond		700,000	4,800,000	1,500,000				7,000,000
CSOCM10 - Morton St. discharge to ponds	CSO/LTCP	Future Bond			275,000	700,000	7,300,000	2,300,000		10,575,000
CSOCM11 - Deep rock tunnel and collectors	CSO/LTCP	Future Bond		7,000,000	7,000,000	12,800,000	26,400,000	30,200,000	31,200,000	114,600,000
CSOCM11 - E. Wayne Pl/S. Maumee relief sewer	CSO/LTCP	Future Bond		700,000	2,100,000	1,400,000				4,200,000
CSOCM12 - St. Mary's parallel interceptor	CSO/LTCP	Future Bond		700,000	700,000	700,000	400,000	300,000		2,800,000
CSOCM13 1 Late floatables control	CSO/LTCP	Future Bond					150,000	550,000	1,700,000	2,400,000
CSOCM14 - Satellite storage at outfall 64	CSO/LTCP	Future Bond				700,000				700,000
Digester improvements - #3 and #4 upgrades	Plant	Future Bond		700,000	5,600,000	1,450,000				7,750,000
Digester improvements - new boilers and exchanges	Plant	Future Bond				300,000	2,400,000	850,000		3,550,000
Digested sludge force main improvements	Plant	Future Bond							300,000	300,000
Methane use and emergency power - Phase II	Plant	Future Bond						190,000	3,100,000	3,290,000
Effluent DO improvements	Plant	Future Bond		670,000	2,100,000					2,770,000
Property expansion and access improvements	Plant	Future Bond		1,300,000	700,000	700,000				2,700,000
Septic Elimination Replacement Fund (SERF):										
Septic elimination allowance	SERF	Revenues	250,000	300,000	300,000	300,000	300,000	300,000	330,000	2,080,000
Subtotals to carry forward			38,225,000	41,820,000	41,655,000	38,600,000	45,350,000	43,290,000	52,230,000	301,170,000

(Continued on next page)

(The Accountants' Compilation Report and the summary of significant assumptions and notes are an integral part of this statement.)

FORT WAYNE (INDIANA) MUNICIPAL SEWAGE WORKS

(Cont'd)

SCHEDULE OF ANNUAL CAPITAL IMPROVEMENTS AND REPLACEMENTS

Per the 2014 - 2020 Capital Budget per Utility Management

Improvement	Category	Funding Source	2014	2015	2016	2017	2018	2019	2020	Totals
Subtotals carried forward			$38,225,000	$41,820,000	$41,655,000	$38,600,000	$45,350,000	$43,290,000	$52,230,000	$301,170,000
WPC Collection Systems:										
Capacity and stormwater extension allowance	Collection System	Revenues	200,000	180,000	180,000	180,000	180,000	180,000	200,000	1,300,000
Aqua Source acquisition	Collection System	Revenues	25,000							25,000
200 E. Berry green roof	Collection System	Revenues	60,000							60,000
Bio-retention/rain garden program	Collection System	Revenues	50,000	45,000	45,000	45,000	45,000	45,000	50,000	325,000
Miscellaneous projects	Collection System	Revenues	50,000	45,000	45,000	45,000	45,000	45,000	50,000	325,000
Oversizing allowance	Collection System	Revenues	100,000	110,000	110,000	110,000	110,000	110,000	125,000	775,000
Transportation project partnering	Collection System	Revenues	25,000	25,000	25,000	25,000	25,000	25,000	30,000	180,000
Adams center road	Collection System	Revenues		100,000						100,000
MH rehab	Collection System	Revenues	100,000	90,000	90,000	90,000	90,000	90,000	100,000	650,000
Hydraulic model improvements	Collection System	Revenues	250,000	65,000	65,000	65,000	65,000	65,000	75,000	650,000
I/I CIPP allowance	Collection System	Revenues	100,000	90,000	90,000	90,000	90,000	90,000	100,000	650,000
Remote monitoring improvements	Collection System	Revenues	50,000	50,000	50,000					150,000
Rothman - Willowhurts/Sandalwood lateral rehab	Collection System	Revenues	150,000							150,000
Upper Ely in-line storage control improvements	Collection System	Revenues	25,000							25,000
US 30 sewer capacity improvements	Collection System	Revenues	200,000	150,000						350,000
Eby Road capacity improvements	Collection System	Revenues	25,000	100,000						125,000
Interceptor capacity improvement program	Collection System	Revenues	50,000	90,000	180,000	180,000	180,000	180,000	200,000	1,060,000
Temporary flow meters	Collection System	Revenues	15,000	15,000	15,000	15,000	15,000	15,000	20,000	110,000
Open cut allowance	Collection System	Revenues	300,000	360,000	360,000	360,000	360,000	360,000	400,000	2,500,000
Large diameter TV allowance	Collection System	Revenues	100,000	90,000	90,000	90,000	90,000	90,000	100,000	650,000
Sewer repair and replacement allowance	Collection System	Revenues	2,500,000	1,850,000	2,250,000	4,050,000	3,400,000	6,100,000	4,150,000	24,300,000
Siphon access construction and cleaning	Collection System	Revenues	50,000	45,000	45,000	45,000	45,000	45,000	50,000	325,000
WPC Maintenance:										
New meters	Maintenance	Revenues	50,000	50,000	50,000	50,000	50,000	50,000	55,000	355,000
Install manholes/pipes	Maintenance	Revenues	150,000	200,000	200,000	200,000	200,000	200,000	220,000	1,370,000
TV truck	Maintenance	Revenues	200,000	120,000						320,000
Two ton crew truck	Maintenance	Revenues	126,500		270,000	200,000				596,500
Jet flusher truck	Maintenance	Revenues	200,000							200,000
Pickup truck	Maintenance	Revenues	30,000		30,000					60,000
TV video server space	Maintenance	Revenues	35,000							35,000
Skid loader	Maintenance	Revenues				85,000				85,000
Tri-axle dump truck	Maintenance	Revenues		158,000						158,000
Sedan	Maintenance	Revenues	25,000							25,000
MDTs/AVL	Maintenance	Revenues	30,000							30,000
Skid loader trailer	Maintenance	Revenues	15,000							15,000
Combination jet/vac truck	Maintenance	Revenues		352,000						352,000
Extended cab small pickup truck	Maintenance	Revenues		50,000						50,000
Backhoe	Maintenance	Revenues		130,000						130,000
Air compressor	Maintenance	Revenues		14,000						14,000
24 ton backhoe trailer	Maintenance	Revenues		27,000	28,000					55,000
Medium size excavator	Maintenance	Revenues			165,000					165,000
Small SUV	Maintenance	Revenues			25,000					25,000
General rolling stock	Maintenance	Revenues				400,000	655,000	650,000	700,000	2,405,000
Subtotals to carry forward			43,511,500	46,421,000	46,063,000	44,925,000	50,995,000	51,630,000	58,855,000	342,400,500

(Continued on next page)

(The Accountants' Compilation Report and the summary of significant assumptions and notes are an integral part of this statement.)

FORT WAYNE (INDIANA) MUNICIPAL SEWAGE WORKS

(Cont'd)

SCHEDULE OF ANNUAL CAPITAL IMPROVEMENTS AND REPLACEMENTS

Per the 2014 - 2020 Capital Budget per Utility Management

Improvement	Category	Funding Source	2014	2015	2016	2017	2018	2019	2020	Totals
Subtotals carried forward			$43,511,500	$46,421,000	$46,063,000	$44,925,000	$50,995,000	$51,630,000	$58,855,000	$342,400,500
WPC Plant:										
Lining of lagoons	Plant	Revenues	60,000	60,000	60,000	60,000	60,000	60,000	65,000	425,000
Biosolids future project allowance	Plant	Revenues		40,000	80,000	80,000	80,000	80,000	90,000	450,000
Dome building for biosolids/lime	Plant	Revenues	150,000	50,000						200,000
Pond flow control gates improvements	Plant	Revenues	50,000	50,000	50,000					150,000
Pond 2 sweetwater improvements	Plant	Revenues	50,000	125,000						175,000
Pond algae control improvements	Plant	Revenues	25,000	25,000	25,000	25,000				100,000
Pond miscellaneous improvements	Plant	Revenues			105,000	20,000	180,000	180,000	200,000	685,000
Rebuild and replace lift station pumps	Plant	Revenues	75,000	65,000	65,000	65,000	65,000	65,000	75,000	475,000
Repair and replace fences and drives at lift stations	Plant	Revenues	10,000	10,000	10,000	10,000	10,000	10,000	15,000	75,000
Telemetry master PLC replacement	Plant	Revenues	100,000	50,000						150,000
Coverdale improvements	Plant	Revenues		175,000						175,000
Lift station pump control replacement	Plant	Revenues	25,000							25,000
Engle Road lift station force main replacement	Plant	Revenues	100,000							100,000
Maplewood lift station force main replacement	Plant	Revenues	150,000							150,000
Lime sludge lift station force main replacement	Plant	Revenues	200,000							200,000
Zanesville lift station #1 upgrades	Plant	Revenues	125,000							125,000
Zanesville lift station #4 upgrades	Plant	Revenues	125,000							125,000
Zanesville lift station #5 upgrades	Plant	Revenues		125,000						125,000
Zanesville lift station #6 upgrades	Plant	Revenues		80,000						80,000
Redwood lift station elimination - Aqua North	Plant	Revenues		125,000						125,000
Hessen Cassel lift station rehabilitation	Plant	Revenues	40,000	100,000						140,000
River Ben Woods lift station rehab	Plant	Revenues	140,000							140,000
Steeple Chase lift station rehab	Plant	Revenues			140,000					140,000
Dupont lift station rehab	Plant	Revenues			120,000					120,000
Morton St. lift station rehab	Plant	Revenues		100,000	250,000					350,000
Lift station capacity improvement program	Plant	Revenues		45,000	45,000	45,000	45,000	45,000	50,000	275,000
Lift stations future project allowances	Plant	Revenues			290,000	700,000	700,000	700,000	765,000	3,155,000
Miscellaneous future project allowance	Plant	Revenues	45,000	40,000	40,000	40,000	40,000	40,000	45,000	290,000
Mapping of closed work orders	Plant	Revenues	5,000	5,000	5,000	5,000	5,000	5,000	5,000	35,000
Lighting improvements	Plant	Revenues	25,000	20,000	20,000	20,000	20,000	20,000	25,000	150,000
Pond 3 improvements - design	Plant	Revenues	150,000							150,000
Electrical and methane use improvements	Plant	Revenues	250,000	250,000						500,000
HSW and FOG receiving upgrades	Plant	Revenues	50,000	150,000						200,000
Effluent piping reliability improvements	Plant	Revenues		50,000	450,000	500,000				1,000,000
Plant capacity and enhancements	Plant	Revenues					385,000	385,000	400,000	1,170,000
WPCP SCADA master plan	Plant	Revenues	60,000	150,000	130,000	130,000	130,000			600,000
WPCP electrical metering - phase II	Plant	Revenues	50,000							50,000
Energy improvements allowance	Plant	Revenues	25,000	25,000	25,000	25,000	25,000	25,000	25,000	175,000
Large valve replacement	Plant	Revenues	15,000	15,000	15,000	15,000	15,000	15,000	20,000	110,000
Return sludge pump spare	Plant	Revenues	40,000	40,000					45,000	125,000
RWW pumps - rebuild/replace	Plant	Revenues	130,000					130,000	130,000	390,000
Master plan update	Plant	Revenues	50,000							50,000
Facility sump pumps	Plant	Revenues	20,000							20,000
Window and door replacement	Plant	Revenues	30,000	25,000	25,000	25,000	25,000	25,000	30,000	185,000
Plant efficiency and reliability future project allowance	Plant	Revenues			45,000	45,000	45,000	45,000	50,000	230,000
Miscellaneous future project allowance	Plant	Revenues			45,000	45,000	45,000	45,000	50,000	230,000
Roofing	Plant	Revenues	60,000	55,000	55,000	55,000	55,000	60,000	60,000	400,000
Subtotals to carry forward			45,941,500	48,471,000	48,158,000	46,835,000	52,925,000	53,565,000	61,000,000	356,895,500

(Continued on next page)

(The Accountants' Compilation Report and the summary of significant assumptions and notes are an integral part of this statement.)

FORT WAYNE (INDIANA) MUNICIPAL SEWAGE WORKS

(Cont'd)

SCHEDULE OF ANNUAL CAPITAL IMPROVEMENTS AND REPLACEMENTS

Per the 2014 - 2020 Capital Budget per Utility Management

Improvement	Category	Funding Source	2014	2015	2016	2017	2018	2019	2020	Totals
Subtotals carried forward			$45,941,500	$48,471,000	$48,158,000	$46,835,000	$52,925,000	$53,565,000	$61,000,000	$356,895,500
WPC Plant: (Cont'd)										
Rebuild of compactors	Plant	Revenues	75,000							75,000
Limestone restoration	Plant	Revenues	20,000	20,000	20,000	20,000	20,000	20,000	25,000	145,000
Brown St. motor starter replacement	Plant	Revenues	125,000							125,000
Refurbish lab countertops, cabinets	Plant	Revenues	100,000	65,000						165,000
Centrifuge rehab and repair	Plant	Revenues	75,000							75,000
Muffin monster rebuild digester	Plant	Revenues	10,000							10,000
Central heating/powerhouse study	Plant	Revenues		100,000						100,000
Algae control for nine clarifiers	Plant	Revenues	50,000	50,000	50,000					150,000
Primary clarifier mechanism rebuild	Plant	Revenues	75,000	75,000	75,000	75,000				300,000
East secondary/RAS improvements	Plant	Revenues			175,000	400,000				575,000
Spare pumps for dechlor	Plant	Revenues	6,000				6,000	6,000		18,000
Plant repair and replace future project allowance	Plant	Revenues					420,000	420,000	520,000	1,360,000
Asbestos inventory/removal	Plant	Revenues	20,000	20,000	20,000	20,000	20,000	20,000	20,000	140,000
Security and door lock upgrades	Plant	Revenues	6,000	6,000						12,000
Plant safety and security future project allowance	Plant	Revenues	50,000		80,000	45,000	45,000	45,000	50,000	315,000
Replace John Deere and Kubota units	Plant	Revenues		40,000						40,000
General purchased assets	Plant	Revenues	75,000	150,000	250,000	230,000	230,000	230,000	250,000	1,415,000
Sample pumps for process control of sodium bisulfate	Plant	Revenues	6,000							6,000
Auto sampler for plant processes	Plant	Revenues		15,000						15,000
Analytical balance	Plant	Revenues		5,000						5,000
Process view nodes	Plant	Revenues		14,000						14,000
Heavy duty truck for pulling generators and lift mechanism	Plant	Revenues	85,000							85,000
Electrical repair truck with modular body and small crane	Plant	Revenues	60,000							60,000
Totals			46,779,500	49,031,000	48,828,000	47,625,000	53,666,000	54,306,000	61,865,000	362,100,500
Less: Outstanding and Proposed Bond funding			(37,975,000)	(41,520,000)	(41,355,000)	(38,300,000)	(45,050,000)	(42,990,000)	(51,900,000)	(299,090,000)
Capital Improvements and Replacements to be Funded From Revenues			$8,804,500	$7,511,000	$7,473,000	$9,325,000	$8,616,000	$11,316,000	$9,965,000	$63,010,500

Average Annual Capital Improvements and Replacements to be Funded From Revenues (based on years 2015-2020) $9,034,333

(Continued on next page)

(The Accountants' Compilation Report and the summary of significant assumptions and notes are an integral part of this statement.)

FORT WAYNE (INDIANA) MUNICIPAL SEWAGE WORKS

(Cont'd)

SCHEDULE OF ANNUAL CAPITAL IMPROVEMENTS AND REPLACEMENTS

Per the 2014 - 2020 Capital Budget per Utility Management

SUMMARY OF CAPITAL IMPROVEMENT BUDGET

	2014	2015	2016	2017	2018	2019	2020	Totals
Category Summary #1:								
Outstanding Bonds	$34,975,000	$14,880,000	$ -	$ -	$ -	$ -	$ -	$49,855,000
Proposed Bonds	3,000,000	26,640,000	41,355,000	38,300,000	45,050,000	42,990,000	51,900,000	249,235,000
SERF	250,000	300,000	300,000	300,000	300,000	300,000	330,000	2,080,000
WPC Collection System	4,425,000	3,500,000	3,640,000	5,390,000	4,740,000	7,440,000	5,650,000	34,785,000
WPC Maintenance	861,500	1,101,000	768,000	935,000	905,000	900,000	975,000	6,445,500
WPC Plant	3,268,000	2,610,000	2,765,000	2,700,000	2,671,000	2,676,000	3,010,000	19,700,000
Totals	$46,779,500	$49,031,000	$48,828,000	$47,625,000	$53,666,000	$54,306,000	$61,865,000	$362,100,500
Category Summary #2:								
CSO/LTCP	$16,325,000	$18,800,000	$18,375,000	$21,300,000	$34,250,000	$33,650,000	$38,500,000	$181,200,000
Collection System	14,075,000	12,550,000	18,220,000	19,940,000	13,140,000	15,740,000	15,650,000	109,315,000
Plant	15,268,000	16,280,000	11,165,000	5,150,000	5,071,000	3,716,000	6,410,000	63,060,000
SERF	250,000	300,000	300,000	300,000	300,000	300,000	330,000	2,080,000
Maintenance	861,500	1,101,000	768,000	935,000	905,000	900,000	975,000	6,445,500
Totals	$46,779,500	$49,031,000	$48,828,000	$47,625,000	$53,666,000	$54,306,000	$61,865,000	$362,100,500
Funding Source Summary:								
2011 A Bond	$500,000	$ -	$ -	$ -	$ -	$ -	$ -	$500,000
2012 B Bond	1,550,000	1,000,000	-	-	-	-	-	2,550,000
2013 Bond	32,925,000	13,880,000	-	-	-	-	-	46,805,000
Future Bond*	3,000,000	26,640,000	41,355,000	38,300,000	45,050,000	42,990,000	51,900,000	249,235,000
Revenues	8,804,500	7,511,000	7,473,000	9,325,000	8,616,000	11,316,000	9,965,000	63,010,500
Totals	$46,779,500	$49,031,000	$48,828,000	$47,625,000	$53,666,000	$54,306,000	$61,865,000	$362,100,500

* Proposed 2015 Bond	$70,995,000
Proposed 2017 Bond	83,350,000
Proposed 2019 Bond	94,890,000
Total proposed future bond	$249,235,000

(The Accountants' Compilation Report and the summary of significant assumptions and notes are an integral part of this statement.)

FORT WAYNE (INDIANA) MUNICIPAL SEWAGE WORKS

ESTIMATED SOURCES AND USES OF FUNDS

(Proposed 2015 Bond)

Estimated Uses of Funds:		
Construction costs - 2014 (page 19)	$3,000,000	
Construction costs - 2015 (page 19)	26,640,000	
Construction costs - 2016 (page 19)	41,355,000	
Underwriter's discount (1%)	785,000	
Bond issuance costs (bond counsel, financial advisor, local legal)	100,000	
Bond rating costs	20,000	
Debt service reserve (to fully fund open market reserve)	6,540,000	*
Contingencies and rounding	60,000	
Total estimated uses of funds	$78,500,000	
Estimated Sources of Funds:		
Proposed Sewage Works Revenue Bonds of 2015	$78,500,000	
Total estimated sources of funds	$78,500,000	

* Based on 125% of estimated combined average annual debt service.

(The Accountants' Compilation Report and the summary of significant assumptions and notes are an integral part of this statement.)

FORT WAYNE (INDIANA) MUNICIPAL SEWAGE WORKS

SCHEDULE OF AMORTIZATION OF $78,500,000 PRINCIPAL AMOUNT OF PROPOSED SEWAGE WORKS REVENUE BONDS OF 2015

Principal payable annually on August 1st, beginning August 1st, 2016.
Principal payable semiannually on February 1st and August 1st, beginning February 1st, 2034.
Interest payable semiannually on February 1st and August 1st, beginning February 1, 2016.
Assumed interest rates based on MMD "A" scale as of 9/6/13 + 75 basis points.
Assumes bonds are dated March 1, 2015.

Payment Date	Principal Balance	Assumed Interest Rates	Debt Service Principal	Debt Service Interest	Debt Service Total	Bond Year Total
	(In $1,000's)	(%)	(In $1,000's)	(In Dollars)		
8/1/2015	$78,500			$1,745,226.04	$1,745,226.04	$1,745,226.04
2/1/2016	78,500			2,094,271.25	2,094,271.25	
8/1/2016	78,500	1.80	$780	2,094,271.25	2,874,271.25	4,968,542.50
2/1/2017	77,720			2,087,251.25	2,087,251.25	
8/1/2017	77,720	2.30	815	2,087,251.25	2,902,251.25	4,989,502.50
2/1/2018	76,905			2,077,878.75	2,077,878.75	
8/1/2018	76,905	2.85	845	2,077,878.75	2,922,878.75	5,000,757.50
2/1/2019	76,060			2,065,837.50	2,065,837.50	
8/1/2019	76,060	3.25	875	2,065,837.50	2,940,837.50	5,006,675.00
2/1/2020	75,185			2,051,618.75	2,051,618.75	
8/1/2020	75,185	3.70	920	2,051,618.75	2,971,618.75	5,023,237.50
2/1/2021	74,265			2,034,598.75	2,034,598.75	
8/1/2021	74,265	4.05	950	2,034,598.75	2,984,598.75	5,019,197.50
2/1/2022	73,315			2,015,361.25	2,015,361.25	
8/1/2022	73,315	4.30	990	2,015,361.25	3,005,361.25	5,020,722.50
2/1/2023	72,325			1,994,076.25	1,994,076.25	
8/1/2023	72,325	4.55	3,155	1,994,076.25	5,149,076.25	7,143,152.50
2/1/2024	69,170			1,922,300.00	1,922,300.00	
8/1/2024	69,170	4.75	3,260	1,922,300.00	5,182,300.00	7,104,600.00
2/1/2025	65,910			1,844,875.00	1,844,875.00	
8/1/2025	65,910	4.95	3,365	1,844,875.00	5,209,875.00	7,054,750.00
2/1/2026	62,545			1,761,591.25	1,761,591.25	
8/1/2026	62,545	5.10	4,855	1,761,591.25	6,616,591.25	8,378,182.50
2/1/2027	57,690			1,637,788.75	1,637,788.75	
8/1/2027	57,690	5.25	5,100	1,637,788.75	6,737,788.75	8,375,577.50
2/1/2028	52,590			1,503,913.75	1,503,913.75	
8/1/2028	52,590	5.40	5,370	1,503,913.75	6,873,913.75	8,377,827.50
2/1/2029	47,220			1,358,923.75	1,358,923.75	
8/1/2029	47,220	5.50	5,655	1,358,923.75	7,013,923.75	8,372,847.50
2/1/2030	41,565			1,203,411.25	1,203,411.25	
8/1/2030	41,565	5.65	5,970	1,203,411.25	7,173,411.25	8,376,822.50
2/1/2031	35,595			1,034,758.75	1,034,758.75	
8/1/2031	35,595	5.70	6,305	1,034,758.75	7,339,758.75	8,374,517.50
2/1/2032	29,290			855,066.25	855,066.25	
8/1/2032	29,290	5.80	6,665	855,066.25	7,520,066.25	8,375,132.50
2/1/2033	22,625			661,781.25	661,781.25	
8/1/2033	22,625	5.85	7,045	661,781.25	7,706,781.25	8,368,562.50
2/1/2034	15,580	5.85	3,730 *	455,715.00	4,185,715.00	
8/1/2034	11,850	5.85	3,835 *	346,612.50	4,181,612.50	8,367,327.50
2/1/2035	8,015	5.85	3,950 *	234,438.75	4,184,438.75	
8/1/2035	4,065	5.85	4,065 *	118,901.25	4,183,901.25	8,368,340.00
	Totals		$78,500	$63,311,501.04	$141,811,501.04	$141,811,501.04

Average annual debt service for bond years ending 8/1/2017 - 8/1/2022 $5,010,015.42

* Assumes transition to semiannual principal payments after 2013 bonds are paid off (will result in interest cost savings).

Note: If Proposed Bonds were sized with level debt service the estimated annual debt service payment would be approximately $6,596,000.

(The Accountants' Compilation Report and the summary of significant assumptions and notes are an integral part of this statement.)

FORT WAYNE (INDIANA) MUNICIPAL SEWAGE WORKS

PROPOSED SCHEDULE OF COMBINED BOND AMORTIZATION

Payment Date	Currently Outstanding Bonds (Pages 75 - 76)	Proposed 2015 Bonds (Page 21)	Total	Bond Year Total
8/1/2013	$14,809,458.26		$14,809,458.26	$14,809,458.26
2/1/2014	4,664,220.23		4,664,220.23	
8/1/2014	21,065,277.23		21,065,277.23	25,729,497.46
2/1/2015	4,449,898.11		4,449,898.11	
8/1/2015	21,253,510.11	$1,745,226.04	22,998,736.15	27,448,634.26
2/1/2016	4,228,514.84	2,094,271.25	6,322,786.09	
8/1/2016	21,446,562.84	2,874,271.25	24,320,834.09	30,643,620.18
2/1/2017	4,001,069.87	2,087,251.25	6,088,321.12	
8/1/2017	21,650,511.87	2,902,251.25	24,552,763.12	30,641,084.24
2/1/2018	3,767,316.02	2,077,878.75	5,845,194.77	
8/1/2018	21,872,191.02	2,922,878.75	24,795,069.77	30,640,264.54
2/1/2019	3,524,319.30	2,065,837.50	5,590,156.80	
8/1/2019	22,110,750.30	2,940,837.50	25,051,587.80	30,641,744.60
2/1/2020	3,267,266.97	2,051,618.75	5,318,885.72	
8/1/2020	22,354,467.97	2,971,618.75	25,326,086.72	30,644,972.44 *
2/1/2021	3,002,423.88	2,034,598.75	5,037,022.63	
8/1/2021	22,618,698.88	2,984,598.75	25,603,297.63	30,640,320.26
2/1/2022	2,728,424.46	2,015,361.25	4,743,785.71	
8/1/2022	22,892,173.46	3,005,361.25	25,897,534.71	30,641,320.42
2/1/2023	2,444,807.31	1,994,076.25	4,438,883.56	
8/1/2023	21,054,531.31	5,149,076.25	26,203,607.56	30,642,491.12
2/1/2024	2,167,323.99	1,922,300.00	4,089,623.99	
8/1/2024	21,370,624.99	5,182,300.00	26,552,924.99	30,642,548.98
2/1/2025	1,874,317.86	1,844,875.00	3,719,192.86	
8/1/2025	21,711,908.86	5,209,875.00	26,921,783.86	30,640,976.72
2/1/2026	1,538,561.98	1,761,591.25	3,300,153.23	
8/1/2026	19,322,267.98	6,616,591.25	25,938,859.23	29,239,012.46
2/1/2027	1,233,115.23	1,637,788.75	2,870,903.98	
8/1/2027	16,003,880.23	6,737,788.75	22,741,668.98	25,612,572.96
2/1/2028	967,339.63	1,503,913.75	2,471,253.38	
8/1/2028	13,048,226.63	6,873,913.75	19,922,140.38	22,393,393.76
2/1/2029	755,992.69	1,358,923.75	2,114,916.44	
8/1/2029	13,236,195.69	7,013,923.75	20,250,119.44	22,365,035.88
2/1/2030	537,102.82	1,203,411.25	1,740,514.07	
8/1/2030	13,437,946.82	7,173,411.25	20,611,358.07	22,351,872.14
2/1/2031	310,281.55	1,034,758.75	1,345,040.30	
8/1/2031	7,949,281.55	7,339,758.75	15,289,040.30	16,634,080.60
2/1/2032	194,309.30	855,066.25	1,049,375.55	
8/1/2032	5,931,309.30	7,520,066.25	13,451,375.55	14,500,751.10
2/1/2033	95,971.88	661,781.25	757,753.13	
8/1/2033	5,390,971.88	7,706,781.25	13,097,753.13	13,855,506.26
2/1/2034		4,185,715.00	4,185,715.00	
8/1/2034		4,181,612.50	4,181,612.50	8,367,327.50
2/1/2035		4,184,438.75	4,184,438.75	
8/1/2035		4,183,901.25	4,183,901.25	8,368,340.00
Totals	$416,283,325.10	$141,811,501.04	$558,094,826.14	$558,094,826.14

* Proposed maximum annual debt serviee.

(The Aeeountants' Compilation Report and the summary of signifieant assumptions and notes are an integral part of this statement.)

FORT WAYNE (INDIANA) MUNICIPAL SEWAGE WORKS

PRO FORMA ANNUAL REVENUE REQUIREMENTS AND ANNUAL REVENUES

See Explanation of Adjustments, Page 24

Annual Revenue Requirements	12 Months Ended 4/30/2013 (Unaudited)	Adjustments	Ref.	Pro Forma
Cash operating expenses	$23,641,912	$528,303	(1)	$24,170,215
Payment in lieu of property taxes	3,694,528	524,522	(2)	4,219,050
Debt Service:				
Outstanding Debt	15,347,642	10,355,766	(3)	25,703,408
Proposed Debt	-	1,745,226	(4)	1,745,226
Replacements and improvements	10,451,668 *	(2,940,668)	(5)	7,511,000
Total revenue requirements	53,135,750	10,213,149		63,348,899
Less: interest income	(79,419)		(6)	(79,419)
Less: connection fees	(964,793)	194,793	(7)	(770,000)
Less: developer fees	(62,978)	9,669	(8)	(53,309)
Less: engineering fees	(140,576)	62,320	(8)	(78,256)
Net revenue requirements	$51,887,984	$10,479,931		$62,367,915
Annual Revenues				
Operating Revenues	$52,196,661	$5,111,641	(9)	$57,308,302
Additional Revenues Required	($308,677)	$5,368,290		$5,059,613
Approximate Across-the-Board Percentage Increase Required (based on normalized adjustable operating revenues, page 7)				9.03%

* Based on test year depreciation expense.

(Continued on next page)

(The Accountants' Compilation Report and the summary of significant assumptions and notes are an integral part of this statement.)

PRO FORMA ANNUAL REVENUE REQUIREMENTS AND ANNUAL REVENUES

(Explanation of Adjustments)

(1) See Pro Forma Annual Operating Expenses (pages 5 - 6).

(2) Based on estimates provided by utility management.

(3) Based on the combined debt service on the outstanding debt for bond year 2015 (pages 75 - 76).

(4) Based on proposed 2015 Bond issue (page 21).

(5) Per the cash funded capital replacement and improvement budget for 2015 as detailed in the Capital Improvement Plan (pages 15 - 19).

(6) Assumed at test year amounts.

(7) Per utility estimates based on growth.

(8) Based on three-year average (2010-2012).

(9) See Calculation of Normalized Annual Operating Revenues (page 7).

(The Accountants' Compilation Report and the summary of significant assumptions and notes are an integral part of this statement.)

FORT WAYNE (INDIANA) MUNICIPAL SEWAGE WORKS

ALLOCATION OF REVENUE REQUIREMENTS TO COST FUNCTION

See Explantion of References on Page 26

Annual Revenue Requirements	Pro Forma	Treatment	Conveyance	Billing	Administrative	Ref
Cash operating expenses:						
Collection system (see pages 5 - 6)	$5,740,791		$5,740,791			(1)
Sewage treatment (see pages 5 - 6)	9,494,606	$9,494,606				(1)
Customer accounts (see pages 5 - 6)	1,407,477			$1,407,477		(1)
Administrative and general (see pages 5 - 6)	7,527,340			1,544,084	$5,983,256	(1)(2)
Subtotals	24,170,214	9,494,606	5,740,791	2,951,561	5,983,256	
Allocation of administrative expenses	(1)	3,123,858	1,888,914	970,483	(5,983,256)	(3)
Total operating expenses	24,170,213	12,618,464	7,629,705	3,922,044	-	
Payment in lieu of property taxes	4,219,050	2,084,211	1,910,386	224,453	-	(4)
Debt service - outstanding	25,703,408	12,142,290	13,381,194	179,924	-	(5)
Debt service - 2015	1,745,226	824,445	908,565	12,216	-	(5)
Replacements and improvements	7,511,000	3,710,434	3,400,981	399,585	-	(4)
Total revenue requirements	63,348,897	31,379,844	27,230,831	4,738,222	-	
Less: interest income	(79,419)	(41,465)	(25,073)	(12,881)		(3)
Less: connection fees	(770,000)	(402,017)	(243,089)	(124,894)		(3)
Less: developer fees	(53,309)		(53,309)			(1)
Less: engineering fees	(78,256)		(78,256)			(1)
Less: forfeited discounts (page 7)	(658,805)	(326,570)	(283,286)	(48,949)		
Less: capital surcharges (page 7)	(356,640)		(356,640)			(1)
Less: burden transfers (page 7)	(278,777)	(150,100)	(90,301)	(38,376)		(6)
Less: waste evaluation revenue (page 34)	(114,513)	(114,513)	-	-		(1)
Less: bulk hauler revenue (page 35)	(256,583)	(256,583)	-	-		(1)
Total net revenue requirements	$60,702,595	$30,088,596	$26,100,877	$4,513,122	$ -	
Percentage Ratios	100.00%	49.57%	43.00%	7.43%		

(Continued on next page)

(The Accountants' Compilation Report and the summary of significant assumptions and notes are an integral part of this statement.)

FORT WAYNE (INDIANA) MUNICIPAL SEWAGE WORKS

(Cont'd)

ALLOCATION OF REVENUE REQUIREMENTS TO COST FUNCTION
(NOTES)

(1) Direct allocation to cost function.

(2) Customer relations and data control included in administrative and general budget is $1,544,084 per Utility Management.

(3) Allocated based on all other proforma operating expenses:

	Subtotal Allocation	Percentage
Treatment	$9,494,606	52.21%
Conveyance	5,740,791	31.57%
Billing	2,951,561	16.22%
Total non administrative	$18,186,958	100.00%

(4) Allocated based on depreciation allocation ratios provided by Utility Management.

	Percentage*
Treatment	49.40%
Conveyance	45.28%
Billing	5.32%
Total non administrative	100.00%

* Provided by Utility Management via email on 7/18/2013.

(5) Allocated based on debt issued for treatment and conveyance projects (page 77).

	Percentage
Treatment	47.24%
Conveyance	52.06%
Billing	0.70%
Total non administrative	100.00%

(6) Allocated based on 2013 budget allocation (page 10)

(The Accountants' Compilation Report and the summary of significant assumptions and notes are an integral part of this statement.)

FORT WAYNE (INDIANA) MUNICIPAL SEWAGE WORKS

CALCULATION OF TREATMENT RATES AND CHARGES

FORT WAYNE (INDIANA) MUNICIPAL SEWAGE WORKS

ALLOCATION OF PRO FORMA TREATMENT EXPENSE TO CUSTOMER CLASSES

	Total	Allocate To									
		Flow		TSS		BOD		Phosphorus		Ammonia	
Pro forma treatment expense:											
Operating expenses (1)	$12,618,464	$5,913,643		$3,230,327		$2,473,219		$530,606		$470,669	
Payment in lieu of property taxes	2,084,211	2,084,211									
Debt service	12,966,735	12,966,735									
Replacements and improvements	3,710,434	3,710,434									
Less: Miscellaneous revenues	(1,291,248)	(1,291,248)									
Pro forma treatment expense	$30,088,596	$23,383,775		$3,230,327		$2,473,219		$530,606		$470,669	
Inside City Retail	$14,350,051	$10,354,336	(2)	$1,708,843	(3)	$1,738,178	(4)	$280,319	(5)	$268,375	(6)
Outside City Retail	1,759,538	1,269,739	(2)	209,325	(3)	213,191	(4)	34,383	(5)	32,900	(6)
Contract Customers	2,408,215	1,737,414	(2)	286,853	(3)	291,840	(4)	47,065	(5)	45,043	(6)
Inflow and infiltration ("I/I")	11,570,792	10,022,286	(2)	1,025,306	(3)	230,009	(4)	168,839	(5)	124,352	(6)
Totals	$30,088,596	$23,383,775		$3,230,327		$2,473,218		$530,606		$470,670	
Variance	$0	$0		$0		$1		$0		($1)	

(1) Allocated 46.9% / 25.6% / 19.6% / 4.2% / 3.7% per Utility operations.

(2) Allocated based on test year flow before adjustments:

	Test Year Flow (in ccf)	Allocation %
Inside City Retail	8,811,749	44.28%
Outside City Retail	1,080,185	5.43%
Contract Customers	1,479,207	7.43%
Subtotals	11,371,141	57.14%
I/I	8,528,084 *	42.86%
Totals	19,899,225	100.00%

* Based on calculated flow due to I/I:

Test year plant flow (in ccf) (page 36)	19,899,225
Less: subtotal billed flow above (in ccf)	(11,371,141)
Flow due to I/I (in ccf)	8,528,084

(Continued on next page)

(The Accountants' Compilation Report and the summary of significant assumptions and notes are an integral part of this statement.)

ALLOCATION OF PRO FORMA TREATMENT EXPENSE TO CUSTOMER CLASSES

(3) Allocated based on test year lbs. before adjustments:

	Test Year TSS (in lbs)		Allocation %
Inside City Retail	16,491,153	*	52.90%
Outside City Retail	2,021,562	*	6.48%
Contract Customers	2,768,330	*	8.88%
Subtotals	21,281,045		68.26%
I/I	9,894,526	**	31.74%
Totals	31,175,571		100.00%

* Calculation is based on test year flow and normal domestic lbs. of 300 mg/l. Plus test year billed excess strength.
Formula = ccf x 748 / 1,000,000 x 8.34 x 300 mg/l

** Based on calculated TSS due to I/I:

Test year TSS (in lbs) (page 36)	31,175,571
Less: subtotal accounted for TSS above (in lbs)	(21,281,045)
TSS due to I/I (in lbs)	9,894,526

(4) Allocated based on test year lbs. before adjustments:

	Test Year BOD (in lbs)		Allocation %
Inside City Retail	16,491,153	*	70.28%
Outside City Retail	2,021,562	*	8.62%
Contract Customers	2,768,330	*	11.80%
Subtotals	21,281,045		90.70%
I/I	2,183,007	**	9.30%
Totals	23,464,052		100.00%

* Calculation is based on test year flow and normal domestic lbs. of 300 mg/l.
Formula = ccf x 748 / 1,000,000 x 8.34 x 300 mg/l

** Based on calculated BOD due to I/I:

Test year BOD (in lbs) (page 36)	23,464,052
Less: subtotal accounted for BOD above (in lbs)	(21,281,045)
BOD due to I/I (in lbs)	2,183,007

(Continued on next page)

(The Accountants' Compilation Report and the summary of significant assumptions and notes are an integral part of this statement.)

ALLOCATION OF PRO FORMA TREATMENT EXPENSE TO CUSTOMER CLASSES

(5) Allocated based on test year lbs. before adjustments:

	Test Year Phosphorus (in lbs)		Allocation %
Inside City Retail	274,853	*	52.83%
Outside City Retail	33,693	*	6.48%
Contract Customers	46,139	*	8.87%
Subtotals	354,685		68.18%
I/I	165,612	**	31.82%
Totals	520,297		100.00%

* Calculation is based on test year flow and normal domestic lbs. of 5 mg/l.
Formula = ccf x 748 / 1,000,000 x 8.34 x 5 mg/l
Note: Current normal domestic is 10 mg/l, however, we suggest changing to 5 mg/l.

** Based on calculated Phosphorus due to I/I:

Test year Phosphorus (in lbs) (page 36)	520,297
Less: subtotal accounted for Phosphorus above (in lbs)	(354,685)
Phosphorus due to I/I (in lbs)	165,612

(6) Allocated based on test year lbs. before adjustments:

	Test Year Ammonia (in lbs)		Allocation %
Inside City Retail	1,374,263	*	57.02%
Outside City Retail	168,463	*	6.99%
Contract Customers	230,694	*	9.57%
Subtotals	1,773,420		73.58%
I/I	636,772	**	26.42%
Totals	2,410,192		100.00%

* Calculation is based on test year flow and normal domestic lbs. of 25 mg/l.
Formula = ccf x 748 / 1,000,000 x 8.34 x 25 mg/l

** Based on calculated Ammonia due to I/I:

Test year Ammonia (in lbs) (page 36)	2,410,192
Less: subtotal accounted for Ammonia above (in lbs)	(1,773,420)
Ammonia due to I/I (in lbs)	636,772

(The Accountants' Compilation Report and the summary of significant assumptions and notes are an integral part of this statement.)

FORT WAYNE (INDIANA) MUNICIPAL SEWAGE WORKS

ALLOCATION OF PRO FORMA TREATMENT I/I EXPENSE TO CUSTOMER CLASSES

Flow	Flow	Flow I/I		Total Flow
Inside City Retail	$10,354,336	$8,559,606	(1)	$18,913,942
Outside City Retail	1,269,739	1,127,590	(1)	2,397,329
Contract Customers	1,737,414	335,090	(2)	2,072,504
Totals	$13,361,489	$10,022,286		$23,383,775

TSS	TSS	TSS I/I		Total TSS
Inside City Retail	$1,708,843	$854,864	(1)	$2,563,707
Outside City Retail	209,325	112,615	(1)	321,940
Contract Customers	286,853	57,827	(2)	344,680
Totals	$2,205,021	$1,025,306		$3,230,327

BOD	BOD	BOD I/I		Total BOD
Inside City Retail	$1,738,178	$191,774	(1)	$1,929,952
Outside City Retail	213,191	25,263	(1)	238,454
Contract Customers	291,840	12,972	(2)	304,812
Totals	$2,243,209	$230,009		$2,473,218

Phosphorus	Phosphorus	Phosphorus I/I		Total Phosphorus
Inside City Retail	$280,319	$140,772	(1)	$421,091
Outside City Retail	34,383	18,544	(1)	52,927
Contract Customers	47,065	9,523	(2)	56,588
Totals	$361,767	$168,839		$530,606

Ammonia	Ammonia	Ammonia I/I		Total Ammonia
Inside City Retail	$268,375	$103,682	(1)	$372,057
Outside City Retail	32,900	13,658	(1)	46,558
Contract Customers	45,043	7,012	(2)	52,055
Totals	$346,318	$124,352		$470,670

(1) Allocated based on 9,748,503 adjusted ccf (see pages 11 - 13 for detail).

	Flow	%
Inside City Retail	8,614,012	88.36%
Outside City Retail	1,134,491	11.64%
Totals	9,748,503	100.00%

(2) Based on total system allowable I/I for leakage per design standards and wet weather inflows along Contract Customer utilized interceptors ONLY.

(The Accountants' Compilation Report and the summary of significant assumptions and notes are an integral part of this statement.)

FORT WAYNE (INDIANA) MUNICIPAL SEWAGE WORKS

CALCULATION OF PRO FORMA EXCESS STRENGTH RATES AND CHARGES

	Totals	Flow (page 30)	TSS (page 30)	BOD (page 30)	Phosphorus (page 30)	Ammonia (page 30)
Inside City Retail	$24,200,749	$18,913,942	$2,563,707	$1,929,952	$421,091	$372,057
Outside City Retail	3,057,208	2,397,329	321,940	238,454	52,927	46,558
Contract Customers	2,830,639	2,072,504	344,680	304,812	56,588	52,055
Totals	$30,088,596	$23,383,775	$3,230,327	$2,473,218	$530,606	$470,670
Divided by: Normal Domestic Loadings (1)			21,238,958	21,238,958	353,983	1,769,913
Rate per pound in excess			**$0.1521**	**$0.1164**	**$1.4990**	**$0.2659**

(1) Calculation is based on adjusted test year flow times normal domestic loadings.

	Totals	TSS	BOD	Phosphorus	Ammonia
Industrial Revenue:					
Calculated rate per pound		$0.1521	$0.1164	$1.4990	$0.2659
Times: Test year billed loadings (page 14)		1,893,465	5,094,108	19,058	57,459
Subtotal Industrial Excess Strength Revenue	$924,796	287,996	592,954	28,568	15,278
Contract Customers Revenue:					
Calculated rate per pound		$0.1521	$0.1164	$1.4990	$0.2659
Times: Test year billed loadings (page 14)		145,762	176,181	-	53,457
Subtotal Contract Customer Excess Strength Revenue	56,891	22,170	20,507	-	14,214
Total Pro Forma Excess Strength Revenue	$981,687	$310,166	$613,461	$28,568	$29,492

(The Accountants' Compilation Report and the summary of significant assumptions and notes are an integral part of this statement.)

FORT WAYNE (INDIANA) MUNICIPAL SEWAGE WORKS

CALCULATION OF PRO FORMA TREATMENT RATES AND CHARGES

	Total Allocated Treatment Expense (page 31)	Less: Excess Strength Rev. (1) (page 31)	Less: Restaurant Surcharge Rev. (2) (page 33)	Plus: Return on Plant (3)	Net Expense	Div. by: Normalized Test Year Flow (ccf)	Calculated Rate
Inside City Retail	$24,200,749	($870,655)	($264,448)	($684,042)	$22,381,604	8,614,012	$2.5983
Outside City Retail	3,057,208	(54,141)	(2,431)	684,042	3,684,678	1,134,491	$3.2479
Contract Customers (4)	2,830,639	(56,893)	-		2,773,746	1,600,150	$1.7334
Totals	$30,088,596	($981,689)	($266,879)	$ -	$28,840,028	11,348,653	

(1) Allocated based on actual test year billed loadings.
(2) Allocated based on TY charges.
(3) Based on return on rate base calculation.
(4) Contract Customers are those customers that meet the required Contract Customer Characteristics identified on page 3 of this report. If a customer does not meet the criteria identified on page 3, that customer will be considered a Retail Customer and charged accordingly.

(The Accountants' Compilation Report and the summary of significant assumptions and notes are an integral part of this statement.)

FORT WAYNE (INDIANA) MUNICIPAL SEWAGE WORKS

CALCULATION OF PRO FORMA RESTAURANT SURCHARGE

Pro forma degreasing expense (1)					$762,396	
Times: Percentage allocated to restaurants					33%	
Subtotal						$251,591
Grease Trap Inspection Program:	No. of Staff/Quantity	Rate		Hours/ Quantity	Subtotal	
Labor:						
Inspectors set-up sampler	2	$35.40	per hour	0.75	$53.10	
Inspectors pick-up sampler	2	35.40	per hour	0.75	53.10	
Office:						
Correspondence employee	1	35.40	per hour	1.50	53.10	
Equipment:						
Sampler	1	12.50	per test	1.00	12.50	
Vehicle	2	41.50	per trip	1.00	83.00	
Calculated cost per inspection					$254.80	
Times: No. of annual inspections					60	
Subtotal						15,288
Total Pro Forma Restaurant Surcharge Expense						$266,879
Divided by: Test year Restaurant billed flow (in ccf) (page 14)						263,488
Calculated Restaurant Surcharge (per ccf)						**$1.0129**

(1) As provided by utility management. Is embedded in pro forma total sewage treatment costs (page 6).

(The Accountants' Compilation Report and the summary of significant assumptions and notes are an integral part of this statement.)

FORT WAYNE (INDIANA) MUNICIPAL SEWAGE WORKS

CALCULATION OF PRO FORMA WASTE EVALUATION CHARGES

(Per Information Provided by Utility Management in "Waste Evaluation Charge - update lwp 7-19-2013" File)

Grease Trap Inspection Program:	No. of Staff/Quantity	Rate		Hours/ Quantity	Type I	Type II	Grab Compliance
Labor:							
Inspectors set-up sampler	2	$35.40	per hour	1.25	$88.50	$88.50	
Inspectors set-up sampler	1	35.40	per hour	1.25			$44.25
Inspectors pick-up sampler	2	35.40	per hour	1.25	88.50	88.50	
Office:							
Correspondence employee	1	35.40	per hour	1.50	53.10	53.10	
Correspondence employee	1	35.40	per hour	1.50			53.10
Testing:							
BOD	1	13.60	per test	1.00	13.60	13.60	
COD	1	11.64	per test	1.00	11.64	11.64	
Suspended solids	1	5.40	per test	1.00	5.40	5.40	
Phosphorus	1	7.75	per test	1.00	7.75	7.75	
Ammonia	1	5.90	per test	1.00	5.90	5.90	
Cadmium	1	7.00	per test	1.00		7.00	
Chromium	1	7.00	per test	1.00		7.00	
Copper	1	7.00	per test	1.00		7.00	
Lead	1	7.00	per test	1.00		7.00	
Nickel	1	7.00	per test	1.00		7.00	
Silver	1	7.00	per test	1.00		7.00	
Zinc	1	7.00	per test	1.00		7.00	
PH	1	6.00	per test	1.00	6.00	6.00	
Fats/Oils/Grease	1	45.00	per test	1.00	45.00	45.00	
Fats/Oils/Grease	1	45.00	per test	1.00			45.00
Equipment:							
Sampler	1	12.50	per test	1.00	12.50	12.50	
Sampler	1	7.50	per test	1.00			7.50
Vehicle	2	41.50	per trip	1.00	83.00	83.00	
Vehicle	1	41.50	per trip	1.00			41.50
Calculated cost per occurrence					**$420.89**	**$469.89**	**$191.35**
Calculated cost per occurrence					$420.89	$469.89	
Times: Number of annual tests					4	4	
Cost of annual testing					1,683.56	1,879.56	
Divided by: Billing periods per year					12	12	
Calculated Evaluation Charge Per Month					**$140.30**	**$156.63**	

Pro Forma Revenue				
Number of sampling points		11	47	
Times: Number of billing periods per year		12	12	
Total annual bills/test year grab samples	**Total**	132	564	40
Times: Calculated evaluation charge (per above)		$140.30	$156.63	$191.35
Pro forma revenue	$114,513	$18,520	$88,339	$7,654

(The Accountants' Compilation Report and the summary of significant assumptions and notes are an integral part of this statement.)

FORT WAYNE (INDIANA) MUNICIPAL SEWAGE WORKS

CALCULATION OF PRO FORMA BULK WASTE CHARGES

Test year waste components treated (in pounds) (page 36):	
Suspended solids	31,175,571
BOD	23,464,052
Phosphorus	520,297
Ammonia	2,410,192
Total pounds treated	57,570,112
Net allocated treatment expense (1)	$30,671,749
Divided by: Total pounds treated (per above)	57,570,112
Cost per pound	$0.5328

	Domestic	Industrial
Estimated pounds of waste per load (2)	181.22	689.58
Less: Domestic energy credit	60%	
Less: Industrial process adjustment		30%
Adjusted pounds of waste per load	108.73	206.87
Times: Cost per pound (per above)	$0.5328	$0.5328
Bulk Waste Charge per 1,000 Gallons	**$57.93**	**$110.22**

Pro Forma Revenue:	Total		
Charge per 1,000 gallons		$57.93	$110.22
Times: Test year waste dumping (in 1,000 gallons) (page 14)		2,420	1,056
Pro forma revenue	$256,583	$140,191	$116,392

(1) Costs allocated to treatment* (page 25)	$30,786,262
Less: Pro forma waste evaluation charge revenue (page 34)	(114,513)
Net allocated treatment expense	$30,671,749

* Net cost before removing waste evaluation charges and bulk hauler revenue.

(2) Per information provided by Len Poehler via email on 7/29/2013.

(The Accountants' Compilation Report and the summary of significant assumptions and notes are an integral part of this statement.)

FORT WAYNE (INDIANA) MUNICIPAL SEWAGE WORKS

SUMMARY OF TREATMENT PLANT OPERATING STATISTICS
FOR THE TWELVE MONTH PERIOD MAY 1, 2012 THROUGH APRIL 30, 2013
(Per Summary MRO Information Provided by Utility Management)

					TSS		BOD		Phosphorus		Ammonia	
Month/Year	Days	Total Flow (MG)	Max Daily Flow (MGD)	Avg. Daily Flow (MGD)	Daily Avg. (MG/L)	Pounds (1)	Daily Avg. (MG/L)	Pounds (1)	Daily Avg. (MG/L)	Pounds (1)	Daily Avg. (MG/L)	Pounds (1)
May-12	31	1,145.00	57.09	36.94	259.23	2,460,647	217.06	2,001,463	4.92	45,887	22.13	206,695
Jun-12	30	965.63	42.62	32.19	296.03	2,441,224	263.00	2,129,682	5.23	42,016	27.13	216,737
Jul-12	31	1,111.08	56.01	35.84	339.06	3,322,776	244.06	2,229,822	4.57	42,119	20.64	188,516
Aug-12	31	1,161.49	58.93	37.47	324.65	3,492,999	228.97	2,211,321	4.52	43,629	20.91	198,005
Sep-12	30	1,036.88	61.78	34.56	260.60	2,299,651	205.37	1,750,094	4.71	40,134	23.68	200,341
Oct-12	31	1,217.63	63.50	39.28	196.45	2,022,474	192.35	1,879,546	4.28	42,523	22.02	213,032
Nov-12	30	922.59	53.64	30.75	193.60	1,524,035	229.67	1,764,240	4.67	35,816	26.70	202,276
Dec-12	31	1,036.01	66.99	33.42	235.45	2,193,061	228.48	1,965,480	4.92	43,005	25.61	214,793
Jan-13	31	1,510.76	71.25	48.73	342.58	4,902,920	168.42	1,990,139	4.87	61,743	18.05	206,028
Feb-13	28	1,155.61	72.16	41.27	208.11	2,064,447	186.46	1,734,096	4.50	42,621	20.24	186,818
Mar-13	31	1,861.83	70.92	60.06	140.81	2,149,668	135.55	2,101,247	2.89	43,954	13.85	209,816
Apr-13	30	1,760.11	71.01	58.67	163.57	2,301,669	121.77	1,706,922	2.75	36,850	12.40	167,135
Total		14,884.62			2,960.14	31,175,571	2,421.16	23,464,052	52.83	520,297	253.36	2,410,192

Divided by: Conversion to ccf 0.000748 *

CCF 19,899,225

* 1 ccf = 748 gallons (748/1,000,000)

(1) Conversion of MG/L to Pounds is calculated on a **daily basis** as daily inflow (raw) * daily MG/L * 8.34 (Conversion Factor)

(The Accountants' Compilation Report and the summary of significant assumptions and notes are an integral part of this statement.)

FORT WAYNE (INDIANA) MUNICIPAL SEWAGE WORKS

CALCULATION OF CONVEYANCE RATES AND CHARGES

FORT WAYNE (INDIANA) MUNICIPAL SEWAGE WORKS

CALCULATION OF CONVEYANCE ALLOCATION FACTORS

	Miles of Main (1)		Capacity Miles (1)		Capacity Allocation
Totals	1,348.46		371,725.4		
Customers:					
Inside City Retail (2)	1,168.66		307,612.2		82.76%
Outside City Retail (2)	52.20		50,199.5	(5)	13.50%
Subtotal	1,220.86		357,811.7		96.26%

	Miles of Main (3)	Capacity (3)	Capacity Miles	Capacity Allocation
Contract Customers (4)*	127.60	1,611.06	13,913.7	3.74%
Totals	1,348.46	1,611.06	371,725.4	100.00%

(1) Per "Capacity Miles Calculation" as provided by Len Poehler on July 15, 2013. Includes 1.5" diameter pipe - 126" diameter pipe.
(2) Shown net of Contract Customers capacity miles.
(3) Per "Wastewater Contract Customer - Connection & Capacity Info. - 9-6-13mw" file as provided by Utility on September 6, 2013.
(4) Contract Customer detail available subject to submission of signed confidentiality agreement.
(5) Outside City Retail is based on capacity miles plus a weighting factor in recognition of operation and maintenance of a collection system with lower density customer base and further travel times. This is offset to Inside City Retail.
* Contract Customers are those customers that meet the required Contract Customer Characteristics identified on page 3 of this report. If a customer does not meet the criteria identified on page 3, that customer will be considered a Retail Customer and charged accordingly.

(The Accountants' Compilation Report and the summary of significant assumptions and notes are an integral part of this statement.)

FORT WAYNE (INDIANA) MUNICIPAL SEWAGE WORKS

SCHEDULE OF PRO FORMA EQUIVALENT DWELLING UNITS ("EDUs")

(Does Not Include Contract Customers)

INSIDE CITY RETAIL

Meter Size	Bills	Annual Bills	Equivalency Factor		Pro Forma Annual EDUs
	(1)	(2)	(3)		
5/8"-3/4"	71,131	853,572	1.0		853,572
1"	2,112	25,344	2.5		63,360
1 1/2"	705	8,460	5.8		49,068
2"	912	10,944	10.0		109,440
3"	242	2,904	23.0		66,792
4"	82	984	40.0		39,360
6"	56	672	91.0		61,152
8"	5	60	162.1		9,726
10"	2	24	253.2		6,077
Unmetered	2,119	25,427	1.0	(4)	25,427
Totals	77,366	928,391			1,283,974

OUTSIDE CITY RETAIL

Meter Size	Bills	Annual Bills	Equivalency Factor		Pro Forma Annual EDUs
	(1)	(2)	(3)		
5/8"-3/4"	7,345	88,140	1.0		88,140
1"	218	2,616	2.5		6,540
1 1/2"	35	420	5.8		2,436
2"	73	876	10.0		8,760
3"	14	168	23.0		3,864
4"	20	240	40.0		9,600
6"	11	132	91.0		12,012
8"	3	36	162.1		5,836
10"	-	-	253.2		-
Unmetered	2,201	26,411	1.0	(4)	26,411
Totals	9,920	119,039			163,599

(1) Based on April 2013 billings.
(2) April 2013 bills annualized for 12 months.
(3) Based on diameter of line calculation:

Area = radius^2 x π

Area for 5/8" meter = 0.31

(4) Assumed at residential 3/4".

(The Accountants' Compilation Report and the summary of significant assumptions and notes are an integral part of this statement.)

FORT WAYNE (INDIANA) MUNICIPAL SEWAGE WORKS

CALCULATION OF PRO FORMA CONVEYANCE FLOW RATE

	Allocated Conveyance Expense						
	O&M, PILT and Capital	Debt Service - Common to All (2)	Debt Service - Retail Only (2)	Less: Base Rate Funded	Total	TY Normalized Flow	Conveyance Charge
	(1)	(1)	(1)	(3)		(in ccf)	(per ccf)
Allocated Conveyance Expenses (page 25)	$11,811,117	$13,705,682	$584,078	($7,354,004)	$18,746,873		
Inside City Retail	$9,774,880	$11,342,822	$502,164	($5,922,493)	$15,697,373	8,614,012	**$1.8223**
Outside City Retail	1,594,501	1,850,267	81,914	(942,904)	2,583,778	1,134,491	**2.2775**
Contract Customers (4)(5)	421,067	488,607		(488,607)	421,067	1,600,150	**Various**
	$11,790,448	$13,681,696	$584,078	($7,354,004)	$18,702,218	11,348,653	

(1) Allocated to customer classes based on capacity allocation percentages calculated on page 37. Retail only is allocated pro rata per calculated percentages.
(2) Conveyance allocated debt service for the outstanding bonds is Common to All. Conveyance allocated debt service for the 2015 Bonds is split based on allocations calculated on page 77.
(3) Approximately 50.0% of the debt service component of the conveyance charge will be recovered via a monthly base fee for retail customers and 100% of the debt service component of the conveyance charge will be recovered via a monthly base fee for Contract Customers in order to align the proposed penalty structure with the base charge paid for capacity.
(4) Contract Customers are those customers that meet the required Contract Customer Characteristics identified on page 3 of this report. If a customer does not meet the criteria identified on page 3, that customer will be considered a Retail Customer and charged accordingly.
(5) Contract Customer detail available subject to submission of signed confidentiality agreement.

(The Accountants' Compilation Report and the summary of significant assumptions and notes are an integral part of this statement.)

FORT WAYNE (INDIANA) MUNICIPAL SEWAGE WORKS

CALCULATION OF PRO FORMA CONVEYANCE BASE CHARGE

	Inside City Retail	Outside City Retail
Allocated Debt Service Conveyance Expenses (page 39)	$5,922,493	$942,904
Divided by: Annual EDUs (page 38)	1,283,974	163,599
Monthly Conveyance Base Charge Per EDU	$4.61	$5.76

Monthly Conveyance Base Charge:

Meter Size	Equivalency Factor		
5/8"-3/4"	1.0	$4.61	$5.76
1"	2.5	11.53	14.40
1 1/2"	5.8	26.74	33.41
2"	10.0	46.10	57.60
3"	23.0	106.03	132.48
4"	40.0	184.40	230.40
6"	91.0	419.51	524.16
8"	162.1	747.28	933.70
10"	253.2	1,167.25	1,458.43
Unmetered	1.0	4.61	5.76

	Peak Flow Allowed (gpm)	Annual Charge	Monthly Charge
Contract Customers (1)(2)	Various	Various	Various

(1) Contract Customers are those customers that meet the required Contract Customer Characteristics identified on page 3 of this report. If a customer does not meet the criteria identified on page 3, that customer will be considered a Retail Customer and charged accordingly.

(2) Contract Customer detail available subject to submission of signed confidentiality agreement.

(The Accountants' Compilation Report and the summary of significant assumptions and notes are an integral part of this statement.)

FORT WAYNE (INDIANA) MUNICIPAL SEWAGE WORKS

CALCULATION OF BILLING CHARGE AND FLAT RATE CHARGE

FORT WAYNE (INDIANA) MUNICIPAL SEWAGE WORKS

CALCULATION OF PRO FORMA BILLING CHARGE

Total Allocated Billing Expenses (page 25)	$4,513,122
Divided by: Equivalent bills (1)	1,077,255
Inside City Billing Charge - per month	**$4.19**

Inside City Billing Charge - per month	$4.19
Plus: 25% Outside City surcharge	125%
Outside City Billing Charge - per month	**$5.24**

(1) Outside City customer bills (page 13)	120,398
Plus: 25% outside City surcharge	125%
Equivalent Outside City bills	150,498
Plus: Inside City bills (page 12)	926,757
Equivalent annual bills	1,077,255

(The Accountants' Compilation Report and the summary of significant assumptions and notes are an integral part of this statement.)

FORT WAYNE (INDIANA) MUNICIPAL SEWAGE WORKS

CALCULATION OF PRO FORMA FLAT RATE MONTHLY CHARGE

	Inside City	Outside City
Retail treatment rate (per ccf) (page 32)	$2.5983	$3.2479
Plus: Retail conveyance rate (per ccf) (page 39)	1.8223	2.2775
Subtotal	4.4206	5.5254
Times: Estimated flow per unmetered customer (in ccf)	9.0	9.0
Monthly unmetered flow charge	39.79	49.73
Plus: Monthly conveyance base charge (page 40)**	4.61	5.76
Plus: Monthly billing charge (page 41)	4.19	5.24
Calculated flat rate monthly charge	**$48.59**	**$60.73**

** Based on 5/8"" - 3/4"" meter size.

(The Accountants' Compilation Report and the summary of significant assumptions and notes are an integral part of this statement.)

FORT WAYNE (INDIANA) MUNICIPAL SEWAGE WORKS

SUMMARY OF RATES

FORT WAYNE (INDIANA) MUNICIPAL SEWAGE WORKS

SCHEDULE OF PRESENT AND PROPOSED RATES AND CHARGES

	Unit of Measure	Present Rates (1) Inside City	Present Rates (1) Outside City	Proposed Rates Inside City	Proposed Rates Outside City	
Retail Customers:						
Retail Metered Rates:						
Residential:						
Treatment	per ccf	$2.1187	$2.6485	$2.5983	$3.2478	(page 32)
Conveyance	per ccf	2.2372	2.7965	1.8223	2.2778	(page 39)
Total	per ccf	$4.3559	$5.4450	$4.4206	$5.5256	
Commercial:						
Treatment	per ccf	$2.1187	$2.6485	$2.5983	$3.2478	(page 32)
Conveyance	per ccf	2.2372	2.7965	1.8223	2.2778	(page 39)
Total	per ccf	$4.3559	$5.4450	$4.4206	$5.5256	
Industrial:						
Treatment	per ccf	$2.1187	$2.6485	$2.5983	$3.2478	(page 32)
Conveyance	per ccf	2.2372	2.7965	1.8223	2.2778	(page 39)
Total	per ccf	$4.3559	$5.4450	$4.4206	$5.5256	
Institutional:						
Treatment	per ccf	$2.1187	$2.6485	$2.5983	$3.2478	(page 32)
Conveyance	per ccf	2.2372	2.7965	1.8223	2.2778	(page 39)
Total	per ccf	$4.3559	$5.4450	$4.4206	$5.5256	
Sales to Public Authorities:						
Treatment	per ccf	$2.1187	$2.6485	$2.5983	$3.2478	(page 32)
Conveyance	per ccf	2.2372	2.7965	1.8223	2.2778	(page 39)
Total	per ccf	$4.3559	$5.4450	$4.4206	$5.5256	
Monthly Service Charge: (2)*						
Meter Size						
5/8"-3/4"	per meter	N/A	N/A	$8.80	$11.00	(pages 40 - 41)
1"	per meter	N/A	N/A	15.72	19.65	(pages 40 - 41)
1 1/2"	per meter	N/A	N/A	30.93	38.66	(pages 40 - 41)
2"	per meter	N/A	N/A	50.29	62.86	(pages 40 - 41)
3"	per meter	N/A	N/A	110.22	137.77	(pages 40 - 41)
4"	per meter	N/A	N/A	188.59	235.73	(pages 40 - 41)
6"	per meter	N/A	N/A	423.70	529.62	(pages 40 - 41)
8"	per meter	N/A	N/A	751.47	939.33	(pages 40 - 41)
10"	per meter	N/A	N/A	1,171.44	1,464.30	(pages 40 - 41)
Retail Monthly Billing Charge*	per bill	$6.19	$7.73	N/A	N/A	
Flat Rate Monthly Charge:						
Single Family Dwelling Unit	Per ERU/mo.	$49.74	$62.18	$48.59	$60.73	(page 42)
Other	Per ERU/mo.	estimated	estimated	estimated	estimated	
Monthly Evaluation Charge:						
Type 1 Evaluation	per month	$137.48	$137.48	$140.30	$140.30	(page 34)
Type 2 Evaluation	per month	151.48	151.48	156.63	156.63	(page 34)
Evaluation Charge:						
Type 1 Evaluation	per occurrence	$412.43	$412.43	$420.89	$420.89	(page 34)
Type 2 Evaluation	per occurrence	454.43	454.43	469.89	469.89	(page 34)
Grab Compliance	per occurrence	166.86	166.86	191.35	191.35	(page 34)
Excess Strength of Waste Surcharge:						
Suspended Solids	per pound	$0.0968	$0.0968	$0.1521	$0.1521	(page 31)
Biochemical Oxygen Demand	per pound	0.1235	0.1235	0.1164	0.1164	(page 31)
Phosphorus	per pound	1.4575	1.4575	1.4990	1.4990	(page 31)
Ammonia	per pound	0.3748	0.3748	0.2659	0.2659	(page 31)

		Present Rates (1)	Proposed Rates	
Other Rates and Charges:				
Zanesville Flat Rate Monthly Charge	Per ERU/mo.	$67.00	$72.73	
Monthly Capital Surcharge:				
Neuhause Extension	Per ERU/mo.	$20.00	$20.00	
Tiernan Shed B	Per ERU/mo.	22.50	22.50	
Rothman Road	Per ERU/mo.	22.50	22.50	
Deer Track	Per ERU/mo.	47.95	47.95	
Southtown	Per ERU/mo.	4.00	4.00	
Upper Ely	Per ERU/mo.	20.00	20.00	
Bulk Industrial Waste Charge:				
Load	per 1,000 gallons	$91.34	$110.22	(page 35)
Billing Charge	per month	6.19	4.19	(page 41)
Bulk Domestic Waste Charge:				
Load	per 1,000 gallons	$54.77	$57.93	(page 35)
Billing Charge	per month	6.19	4.19	(page 41)
Food Service Establishment Surcharge	per ccf	$0.9248	$1.0129	(page 33)

(1) Per Ordinance G-12-09 as amended by Bill No. S-10-06-12.
(2) Includes the conveyance base charge (page 40) and the monthly billing charge (page 41).
* Applicable to Residential, Commercial, Industrial, Institutional and Sales to Public Authorities customer classes.

(The Accountants' Compilation Report and the summary of significant assumptions and notes are an integral part of this statement.)

FORT WAYNE (INDIANA) MUNICIPAL SEWAGE WORKS

CALCULATION OF PRO FORMA REVENUES AT PROPOSED RATES AND CHARGES

	Pro forma Rate			Times Billing Determinant			Pro Forma Revenues
Retail metered flow rate - Inside City		$4.4206	per ccf		8,385,169	in ccf	$37,067,477
Retail metered flow rate - Outside City		$5.5256	per ccf		896,792	in ccf	4,955,315
Contract customers flow rate		various	per ccf		1,600,150	in ccf	3,194,749
Monthly Service Charge:							
Meter Size	Inside	Outside		Inside	Outside		
5/8"-3/4"	$8.80	$11.00	per meter	853,572	88,140	annual bills	8,480,974
1"	$15.72	$19.65	per meter	25,344	2,616	annual bills	449,812
1 1/2"	$30.93	$38.66	per meter	8,460	420	annual bills	277,905
2"	$50.29	$62.86	per meter	10,944	876	annual bills	605,439
3"	$110.22	$137.77	per meter	2,904	168	annual bills	343,224
4"	$188.59	$235.73	per meter	984	240	annual bills	242,148
6"	$423.70	$529.62	per meter	672	132	annual bills	354,636
8"	$751.47	$939.33	per meter	60	36	annual bills	78,904
10"	$1,171.44	$1,464.30	per meter	24	-	annual bills	28,115
Contract customer base rate		various	per month				489,044
Flat rate bills - Inside City		$48.59	per month		25,427	annual bills	1,235,498
Flat rate bills - Outside City		$60.73	per month		26,411	annual bills	1,603,940
Monthly Evaluation Charge:							
Type 1		$140.30	per month		132	annual bills	18,520
Type 2		$156.63	per month		564	annual bills	88,339
Per Occurrence Evaluation Charges:							
Type 1		$420.89	per occurrence		*Included in Monthly Above*		N/A
Type 2		$469.89	per occurrence		*Included in Monthly Above*		N/A
Grab compliance		$191.35	per occurrence		40	annual samples	7,654
Excess Strength of Waste:							
Suspended Solids		$0.1521	per pound		2,039,227	in pounds	310,166
Biochemical Oxygen Demand		$0.1164	per pound		5,270,289	in pounds	613,462
Phosphorus		$1.4990	per pound		19,058	in pounds	28,568
Ammonia		$0.2659	per pound		110,916	in pounds	29,493
Zanesville		$9.95	Per ERU/mo.		4,320	annual connections	42,984
Monthly Capital Surcharge:							
Neuhause Extension		$20.00	Per ERU/mo.		8,076	annual connections	161,520
Tiernan Shed B		$22.50	Per ERU/mo.		4,356	annual connections	98,010
Rothman Road		$22.50	Per ERU/mo.		1,740	annual connections	39,150
Deer Track		$47.95	Per ERU/mo.		300	annual connections	14,385
Southtown		$4.00	Per ERU/mo.		144	annual connections	576
Bulk Industrial Waste Charge:							
Industrial		$110.22	per 1,000 gallons		1,055.68	in 1,000 gallons	116,357
Domestic		$57.93	per 1,000 gallons		2,420.49	in 1,000 gallons	140,219
Food service establishment surcharge		$1.0129	per ccf		263,488	in ccf	266,887
Plus: Estimated interest income (page 25)							79,419
Plus: Estimated connection fees (page 25)							770,000
Plus: Estimated developer fees (page 25)							53,309
Plus: Estimated engineering fees (page 25)							78,256
Plus: Estimated forfeited discounts (page 25)							658,805
Plus: Estimated burden transfers (page 25)							278,777
Totals							$63,302,036
Total Pro Forma Revenue Requirements (see page 23)							$63,348,897
Variance (1)							($46,861)
Percentage							-0.07%

(1) Variance is due to Allen Co. RWSD reduction in capacity as anticipated via joint effort between City Utilities and Allen Co. RWSD to reduce Allen Co. RWSD available capacity to more closely match capacity needs.

(The Accountants' Compilation Report and the summary of significant assumptions and notes are an integral part of this statement.)

FORT WAYNE (INDIANA) MUNICIPAL SEWAGE WORKS

FORECASTED FIVE-YEAR REVENUES VERSUS REVENUE REQUIREMENTS

(Amounts Rounded to the Nearest $1,000)

	2015	2016	2017	2018	2019
Forecasted Revenues:					
Adjustable revenues (1)	$56,014,000	$59,454,000	$64,493,000	$69,644,000	$75,233,000
Non-adjustable revenues (1)	2,275,000	3,895,000	3,895,000	3,895,000	3,895,000
Total Forecasted Revenues	58,289,000	63,349,000	68,388,000	73,539,000	79,128,000
Forecasted Expenses:					
Operation and maintenance (2)	24,170,000	26,046,000	27,261,000	27,803,000	28,508,000
Taxes other than income taxes	4,219,000	4,219,000	4,219,000	4,219,000	4,219,000
Annual debt service - current bonds (see page 76)	25,703,000	25,675,000	25,652,000	25,640,000	25,635,000
Proposed 2015 Bonds (see page 21)	1,745,000	4,969,000	4,990,000	5,001,000	5,007,000
Proposed 2017 Bonds (see page 49)			2,098,000	7,839,000	7,842,000
Proposed 2019 Bonds (see page 50)					2,591,000 *
Replacements and improvements (see page 18)	7,511,000	7,473,000	9,325,000	8,616,000	11,316,000
Total Forecasted Expenses	63,348,000	68,382,000	73,545,000	79,118,000	85,118,000
Additional Revenues Required	$5,059,000	$5,033,000	$5,157,000	$5,579,000	$5,990,000
Approximate Percentage Rate Increase (3)	**9.0%**	**8.5%**	**8.0%**	**8.0%**	**8.0%**
Bond Coverage With Rate Increase	142.7%	138.2%	141.4%	133.4%	**125.2%**
Approximate Average Residential Impact % (3)		8.5%	8.0%	8.0%	8.0%
Approximate Contract Customer Impact % (3)		8.2%	6.2%	2.0%	5.5%

(1) Assumes for 2016 - 2019 excess strength, evaluation, capital, bulk waste, forfeited discounts and food service establishment rates are unchanged.
(2) Per management estimates.
(3) The proposed future rates are calculated based on COSS principles, resulting in the rate impact varying by customer class and specific contract customer. Contract Customers are those customers that meet the required Contract Customer Characteristics identified on page 3 of this report. If a customer does not meet the criteria identified on page 3, that customer will be considered a Retail Customer and charged accordingly.
* Coverage requirements for the 2019 bonds may require a 2020 rate increase.

Additional Notes:
- Includes estimated annual customer growth of 200 customers (est. 250 customer growth less 50 customer migration loss). Estimated consumption is 6.7 ccf per customer and at outside retail rates.
- Debt service costs for future bonds are allocated to Contract Customers only as benefitted as a customer class.
- Flat rate charge is transitioned from being based on 9 ccf per month (2015), to 8.5 ccf (2016) and 8 ccf (2017-2019).

(The Accountants' Compilation Report and the summary of significant assumptions and notes are an integral part of this statement.)

FORT WAYNE (INDIANA) MUNICIPAL SEWAGE WORKS

SCHEDULE OF PROPOSED FIVE-YEAR RATE PLAN
(Includes Rounding Outside City Rates to 25% Above Inside City)

	Unit of Measure	Inside City (2015)	(2016)	(2017)	(2018)	(2019)	Outside City (2015)	(2016)	(2017)	(2018)	(2019)
Retail Customers:											
Retail Metered Rates:											
Residential:											
Treatment	per ccf	$2.5983	$2.8643	$3.0593	$3.0797	$3.2550	$3.2478	$3.5803	$3.8241	$3.8496	$4.0687
Conveyance	per ccf	1.8223	1.9317	2.1184	2.3628	2.6091	2.2778	2.4146	2.6480	2.9535	3.2613
Total	per ccf	$4.4206	$4.7960	$5.1777	$5.4425	$5.8641	$5.5256	$5.9949	$6.4721	$6.8031	$7.3300
Commercial:											
Treatment	per ccf	$2.5983	$2.8643	$3.0593	$3.0797	$3.2550	$3.2478	$3.5803	$3.8241	$3.8496	$4.0687
Conveyance	per ccf	1.8223	1.9317	2.1184	2.3628	2.6091	2.2778	2.4146	2.6480	2.9535	3.2613
Total	per ccf	$4.4206	$4.7960	$5.1777	$5.4425	$5.8641	$5.5256	$5.9949	$6.4721	$6.8031	$7.3300
Industrial:											
Treatment	per ccf	$2.5983	$2.8643	$3.0593	$3.0797	$3.2550	$3.2478	$3.5803	$3.8241	$3.8496	$4.0687
Conveyance	per ccf	1.8223	1.9317	2.1184	2.3628	2.6091	2.2778	2.4146	2.6480	2.9535	3.2613
Total	per ccf	$4.4206	$4.7960	$5.1777	$5.4425	$5.8641	$5.5256	$5.9949	$6.4721	$6.8031	$7.3300
Institutional:											
Treatment	per ccf	$2.5983	$2.8643	$3.0593	$3.0797	$3.2550	$3.2478	$3.5803	$3.8241	$3.8496	$4.0687
Conveyance	per ccf	1.8223	1.9317	2.1184	2.3628	2.6091	2.2778	2.4146	2.6480	2.9535	3.2613
Total	per ccf	$4.4206	$4.7960	$5.1777	$5.4425	$5.8641	$5.5256	$5.9949	$6.4721	$6.8031	$7.3300
Sales to Public Authorities:											
Treatment	per ccf	$2.5983	$2.8643	$3.0593	$3.0797	$3.2550	$3.2478	$3.5803	$3.8241	$3.8496	$4.0687
Conveyance	per ccf	1.8223	1.9317	2.1184	2.3628	2.6091	2.2778	2.4146	2.6480	2.9535	3.2613
Total	per ccf	$4.4206	$4.7960	$5.1777	$5.4425	$5.8641	$5.5256	$5.9949	$6.4721	$6.8031	$7.3300
Monthly Service Charge:*											
Meter Size											
5/8"-3/4"	per meter	$8.80	$9.50	$10.26	$12.07	$13.03	$11.00	$11.87	$12.82	$15.08	$16.28
1"	per meter	15.72	17.24	18.96	23.43	25.50	19.65	21.54	23.70	29.28	31.87
1 1/2"	per meter	30.93	34.27	38.10	48.41	52.92	38.66	42.83	47.62	60.50	66.14
2"	per meter	50.29	55.94	62.46	80.20	87.82	62.86	69.92	78.07	100.24	109.77
3"	per meter	110.22	123.02	137.86	178.61	195.85	137.77	153.77	172.32	223.26	244.81
4"	per meter	188.59	210.74	236.46	307.30	337.12	235.73	263.42	295.57	384.12	421.40
6"	per meter	423.70	473.90	532.26	693.37	760.93	529.62	592.37	665.32	866.71	951.16
8"	per meter	751.47	840.78	944.64	1,231.60	1,351.77	939.33	1,050.97	1,180.80	1,539.50	1,689.71
10"	per meter	1,171.44	1,310.85	1,473.02	1,921.22	2,108.81	1,464.30	1,638.56	1,841.27	2,401.52	2,636.01
Flat Rate Monthly Charge:											
Single Family Dwelling Unit	Per ERU/mo.	$48.59	$50.27	$51.68	$55.61	$59.94	$60.73	$62.84	$64.59	$69.51	$74.92
Other	Per ERU/mo.	estimated	estimated	estimated	estimated	estimated	estimated	estimated	estimated	estimated	estimated
Monthly Evaluation Charge:											
Type 1 Evaluation	per month	$140.30	$140.30	$140.30	$140.30	$140.30	$140.30	$140.30	$140.30	$140.30	$140.30
Type 2 Evaluation	per month	156.63	156.63	156.63	156.63	156.63	156.63	156.63	156.63	156.63	156.63
Evaluation Charge:											
Type 1 Evaluation	per occurrence	$420.89	$420.89	$420.89	$420.89	$420.89	$420.89	$420.89	$420.89	$420.89	$420.89
Type 2 Evaluation	per occurrence	469.89	469.89	469.89	469.89	469.89	469.89	469.89	469.89	469.89	469.89
Grab Compliance	per occurrence	191.35	191.35	191.35	191.35	191.35	191.35	191.35	191.35	191.35	191.35
Excess Strength of Waste Surcharge:											
Suspended Solids	per pound	$0.1521	$0.1521	$0.1521	$0.1521	$0.1521	$0.1521	$0.1521	$0.1521	$0.1521	$0.1521
Biochemical Oxygen Demand	per pound	0.1164	0.1164	0.1164	0.1164	0.1164	0.1164	0.1164	0.1164	0.1164	0.1164
Phosphorus	per pound	1.4990	1.4990	1.4990	1.4990	1.4990	1.4990	1.4990	1.4990	1.4990	1.4990
Ammonia	per pound	0.2659	0.2659	0.2659	0.2659	0.2659	0.2659	0.2659	0.2659	0.2659	0.2659

* Applicable to Residential, Commercial, Industrial, Institutional and Sales to Public Authorities customer classes.

(Continued on next page)

(The Accountants' Compilation Report and the summary of significant assumptions and notes are an integral part of this statement.)

FORT WAYNE (INDIANA) MUNICIPAL SEWAGE WORKS

(Cont'd)

SCHEDULE OF PROPOSED FIVE-YEAR RATE PLAN
(Includes Rounding Outside City Rates to 25% Above Inside City)

	Unit of Measure	Inside City (2015)	Inside City (2016)	Inside City (2017)	Inside City (2018)	Inside City (2019)	Outside City (2015)	Outside City (2016)	Outside City (2017)	Outside City (2018)	Outside City (2019)
Other Rates and Charges:											
Zanesville Flat Rate Monthly Charge (1)	Per ERU/mo.						$72.73	$77.84	$79.59	$84.51	$74.92
Monthly Capital Surcharge:											
Neuhause Extension	Per ERU/mo.						$20.00	$20.00	$20.00	$20.00	$20.00
Tieman Shed B	Per ERU/mo.						22.50	22.50	22.50	22.50	22.50
Rothman Road	Per ERU/mo.						22.50	22.50	22.50	22.50	22.50
Deer Track	Per ERU/mo.						47.95	47.95	47.95	47.95	47.95
Southtown	Per ERU/mo.						4.00	4.00	4.00	4.00	4.00
Upper Ely	Per ERU/mo.						20.00	20.00	20.00	20.00	20.00
Bulk Industrial Waste Charge:											
Load	per 1,000 gallons						$110.22	$110.22	$110.22	$110.22	$110.22
Billing Charge	per month						4.19	4.19	4.19	4.19	4.19
Bulk Domestic Waste Charge:											
Load	per 1,000 gallons						$57.93	$57.93	$57.93	$57.93	$57.93
Billing Charge	per month						4.19	4.19	4.19	4.19	4.19
Food Service Establishment Surcharge	per ccf						$1.0129	$1.0129	$1.0129	$1.0129	$1.0129

(1) Based on Outside City Flat Rate per ERU + Capital Surcharge provided by City Utilities on 3/7/14 as follows:

2015	$12.00
2016	$15.00
2017	$15.00
2018	$15.00
2019	$0.00

(Continued on next page)

(The Accountants' Compilation Report and the summary of significant assumptions and notes are an integral part of this statement.)

FORT WAYNE (INDIANA) MUNICIPAL SEWAGE WORKS

ESTIMATED SOURCES AND USES OF FUNDS

	Proposed 2017 Bond		Proposed 2019 Bond	
Estimated Uses of Funds:				
Construction costs - 2017 (page 19)	$38,300,000			
Construction costs - 2018 (page 19)	45,050,000			
Construction costs - 2019 (page 19)			$42,990,000	
Construction costs - 2020 (page 19)			51,900,000	
Underwriter's discount (1%)	915,500		1,044,200	
Bond issuance costs (bond counsel, financial advisor, local legal)	100,000		100,000	
Bond rating costs	20,000		20,000	
Debt service reserve (to fully fund open market reserve)	6,962,000	*	8,268,369	*
Contingencies and rounding	202,500		97,431	
Total estimated uses of funds	$91,550,000		$104,420,000	
Estimated Sources of Funds:				
Proposed Sewage Works Revenue Bonds of 2017	$91,550,000			
Proposed Sewage Works Revenue Bonds of 2019			$104,420,000	
Total estimated sources of funds	$91,550,000		$104,420,000	

* Based on 125% of estimated combined average annual debt service.

(The Accountants' Compilation Report and the summary of significant assumptions and notes are an integral part of this statement.)

FORT WAYNE (INDIANA) MUNICIPAL SEWAGE WORKS

SCHEDULE OF AMORTIZATION OF $91,550,000 PRINCIPAL AMOUNT OF PROPOSED SEWAGE WORKS REVENUE BONDS OF 2017

Principal payable annually on August 1, beginning August 1, 2018.
Interest payable semiannually on February 1st and August 1st, beginning February 1, 2018.
Assumed interest rates based on MMD "A" scale as of 9/6/13 + 100 basis points.
Assumes bonds are dated March 1, 2017.

Payment Date	Principal Balance	Assumed Interest Rates	Debt Service Principal		Debt Service Interest	Debt Service Total	Bond Year Total
	(In $1,000's)	(%)	(In $1,000's)		(----------In Dollars----------	----------)	
8/1/2017	$91,550				$2,097,666.67	$2,097,666.67	$2,097,666.67
2/1/2018	91,550				2,517,200.00	2,517,200.00	
8/1/2018	91,550	3.10	$2,805		2,517,200.00	5,322,200.00	7,839,400.00
2/1/2019	88,745				2,473,722.50	2,473,722.50	
8/1/2019	88,745	3.50	2,895		2,473,722.50	5,368,722.50	7,842,445.00
2/1/2020	85,850				2,423,060.00	2,423,060.00	
8/1/2020	85,850	3.95	2,995		2,423,060.00	5,418,060.00	7,841,120.00
2/1/2021	82,855				2,363,908.75	2,363,908.75	
8/1/2021	82,855	4.30	3,115		2,363,908.75	5,478,908.75	7,842,817.50
2/1/2022	79,740				2,296,936.25	2,296,936.25	
8/1/2022	79,740	4.55	3,245		2,296,936.25	5,541,936.25	7,838,872.50
2/1/2023	76,495				2,223,112.50	2,223,112.50	
8/1/2023	76,495	4.80	3,395		2,223,112.50	5,618,112.50	7,841,225.00
2/1/2024	73,100				2,141,632.50	2,141,632.50	
8/1/2024	73,100	5.00	3,555		2,141,632.50	5,696,632.50	7,838,265.00
2/1/2025	69,545				2,052,757.50	2,052,757.50	
8/1/2025	69,545	5.20	3,735		2,052,757.50	5,787,757.50	7,840,515.00
2/1/2026	65,810				1,955,647.50	1,955,647.50	
8/1/2026	65,810	5.35	3,930		1,955,647.50	5,885,647.50	7,841,295.00
2/1/2027	61,880				1,850,520.00	1,850,520.00	
8/1/2027	61,880	5.50	4,140		1,850,520.00	5,990,520.00	7,841,040.00
2/1/2028	57,740				1,736,670.00	1,736,670.00	
8/1/2028	57,740	5.65	4,370		1,736,670.00	6,106,670.00	7,843,340.00
2/1/2029	53,370				1,613,217.50	1,613,217.50	
8/1/2029	53,370	5.75	4,615		1,613,217.50	6,228,217.50	7,841,435.00
2/1/2030	48,755				1,480,536.25	1,480,536.25	
8/1/2030	48,755	5.90	4,880		1,480,536.25	6,360,536.25	7,841,072.50
2/1/2031	43,875				1,336,576.25	1,336,576.25	
8/1/2031	43,875	5.95	5,170		1,336,576.25	6,506,576.25	7,843,152.50
2/1/2032	38,705				1,182,768.75	1,182,768.75	
8/1/2032	38,705	6.05	5,475		1,182,768.75	6,657,768.75	7,840,537.50
2/1/2033	33,230				1,017,150.00	1,017,150.00	
8/1/2033	33,230	6.10	5,805		1,017,150.00	6,822,150.00	7,839,300.00
2/1/2034	27,425	6.10	3,075	*	840,097.50	3,915,097.50	
8/1/2034	24,350	6.10	3,175	*	746,310.00	3,921,310.00	7,836,407.50
2/1/2035	21,175	6.10	3,265	*	649,472.50	3,914,472.50	
8/1/2035	17,910	6.10	3,370	*	549,890.00	3,919,890.00	7,834,362.50
2/1/2036	14,540	6.15	3,470	*	447,105.00	3,917,105.00	
8/1/2036	11,070	6.15	3,580	*	340,402.50	3,920,402.50	7,837,507.50
2/1/2037	7,490	6.15	3,685	*	230,317.50	3,915,317.50	
8/1/2037	3,805	6.15	3,805	*	117,003.75	3,922,003.75	7,837,321.25
	Totals		$91,550		$67,349,097.92	$158,899,097.92	$158,899,097.92

Average annual debt service for bond years ending 8/1/2018 - 8/1/2037 $7,840,071.56

* Assumes transition to semiannual principal payments after 2013 bonds are paid off (will result in interest cost savings).

(The Accountants' Compilation Report and the summary of significant assumptions and notes are an integral part of this statement.)

FORT WAYNE (INDIANA) MUNICIPAL SEWAGE WORKS

SCHEDULE OF AMORTIZATION OF $104,420,000 PRINCIPAL AMOUNT OF PROPOSED SEWAGE WORKS REVENUE BONDS OF 2019

Principal payable annually on August 1, beginning August 1, 2020.
Interest payable semiannually on February 1st and August 1st, beginning February 1, 2020.
Assumed interest rates based on MMD "A" scale as of 9/6/13 + 100 basis points.
Assumes bonds are dated March 1, 2019.

Payment Date	Principal Balance	Assumed Interest Rates		Debt Service Principal	Debt Service Interest	Debt Service Total	Bond Year Total
	(In $1,000's)	(%)		(In $1,000's)	(----------In Dollars	----------)	
8/1/2019	$104,420				$2,590,557.29	$2,590,557.29	$2,590,557.29
2/1/2020	104,420				3,108,668.75	3,108,668.75	
8/1/2020	104,420	3.95		$525	3,108,668.75	3,633,668.75	6,742,337.50
2/1/2021	103,895				3,098,300.00	3,098,300.00	
8/1/2021	103,895	4.30		550	3,098,300.00	3,648,300.00	6,746,600.00
2/1/2022	103,345				3,086,475.00	3,086,475.00	
8/1/2022	103,345	4.55		575	3,086,475.00	3,661,475.00	6,747,950.00
2/1/2023	102,770				3,073,393.75	3,073,393.75	
8/1/2023	102,770	4.80		595	3,073,393.75	3,668,393.75	6,741,787.50
2/1/2024	102,175				3,059,113.75	3,059,113.75	
8/1/2024	102,175	5.00		630	3,059,113.75	3,689,113.75	6,748,227.50
2/1/2025	101,545				3,043,363.75	3,043,363.75	
8/1/2025	101,545	5.20		660	3,043,363.75	3,703,363.75	6,746,727.50
2/1/2026	100,885				3,026,203.75	3,026,203.75	
8/1/2026	100,885	5.35		2,095	3,026,203.75	5,121,203.75	8,147,407.50
2/1/2027	98,790				2,970,162.50	2,970,162.50	
8/1/2027	98,790	5.50		5,835	2,970,162.50	8,805,162.50	11,775,325.00
2/1/2028	92,955				2,809,700.00	2,809,700.00	
8/1/2028	92,955	5.65		5,475	2,809,700.00	8,284,700.00	11,094,400.00
2/1/2029	87,480				2,655,031.25	2,655,031.25	
8/1/2029	87,480	5.75		5,785	2,655,031.25	8,440,031.25	11,095,062.50
2/1/2030	81,695				2,488,712.50	2,488,712.50	
8/1/2030	81,695	5.90		6,115	2,488,712.50	8,603,712.50	11,092,425.00
2/1/2031	75,580				2,308,320.00	2,308,320.00	
8/1/2031	75,580	5.95		6,475	2,308,320.00	8,783,320.00	11,091,640.00
2/1/2032	69,105				2,115,688.75	2,115,688.75	
8/1/2032	69,105	6.05		6,860	2,115,688.75	8,975,688.75	11,091,377.50
2/1/2033	62,245				1,908,173.75	1,908,173.75	
8/1/2033	62,245	6.10		7,275	1,908,173.75	9,183,173.75	11,091,347.50
2/1/2034	54,970	6.10	*	3,860	1,686,286.25	5,546,286.25	
8/1/2034	51,110	6.10	*	3,980	1,568,556.25	5,548,556.25	11,094,842.50
2/1/2035	47,130	6.10	*	4,100	1,447,166.25	5,547,166.25	
8/1/2035	43,030	6.10	*	4,225	1,322,116.25	5,547,116.25	11,094,282.50
2/1/2036	38,805	6.15	*	4,355	1,193,253.75	5,548,253.75	
8/1/2036	34,450	6.15	*	4,485	1,059,337.50	5,544,337.50	11,092,591.25
2/1/2037	29,965	6.15	*	4,625	921,423.75	5,546,423.75	
8/1/2037	25,340	6.15	*	4,765	779,205.00	5,544,205.00	11,090,628.75
2/1/2038	20,575	6.15	*	4,910	632,681.25	5,542,681.25	
8/1/2038	15,665	6.15	*	5,065	481,698.75	5,546,698.75	11,089,380.00
2/1/2039	10,600	6.15	*	5,220	325,950.00	5,545,950.00	
8/1/2039	5,380	6.15	*	5,380	165,435.00	5,545,435.00	11,091,385.00
	Totals			$104,420	$91,676,282.29	$196,096,282.29	$196,096,282.29

Average annual debt service for bond years ending 8/1/2020 - 8/1/2025 $6,745,605.00

* Assumes transition to semiannual principal payments after 2013 bonds are paid off (will result in interest cost savings).

Note: The possibility of wrapping these bonds around the existing debt could reduce immediate rate impact.

(The Accountants' Compilation Report and the summary of significant assumptions and notes are an integral part of this statement.)

FORT WAYNE (INDIANA) MUNICIPAL SEWAGE WORKS

PROPOSED SCHEDULE OF COMBINED BOND AMORTIZATION

Payment Date	Currently Outstanding Bonds (Page 76)	Proposed 2015 Bonds (Page 21)	Proposed 2017 Bonds (Page 49)	Proposed 2019 Bonds (Page 50)	Total	Bond Year Total
8/1/2013	$14,809,458.26				$14,809,458.26	$14,809,458.26
2/1/2014	4,664,220.23				4,664,220.23	
8/1/2014	21,065,277.23				21,065,277.23	25,729,497.46
2/1/2015	4,449,898.11				4,449,898.11	
8/1/2015	21,253,510.11				21,253,510.11	25,703,408.22
2/1/2016	4,228,514.84	$2,094,271.25			6,322,786.09	
8/1/2016	21,446,562.84	2,874,271.25			24,320,834.09	30,643,620.18
2/1/2017	4,001,069.87	2,087,251.25			6,088,321.12	
8/1/2017	21,650,511.87	2,902,251.25			24,552,763.12	30,641,084.24
2/1/2018	3,767,316.02	2,077,878.75	$2,517,200.00		8,362,394.77	
8/1/2018	21,872,191.02	2,922,878.75	5,322,200.00		30,117,269.77	38,479,664.54
2/1/2019	3,524,319.30	2,065,837.50	2,473,722.50		8,063,879.30	
8/1/2019	22,110,750.30	2,940,837.50	5,368,722.50	$2,590,557.29	33,010,867.59	41,074,746.89
2/1/2020	3,267,266.97	2,051,618.75	2,423,060.00	3,108,668.75	10,850,614.47	
8/1/2020	22,354,467.97	2,971,618.75	5,418,060.00	3,633,668.75	34,377,815.47	45,228,429.94
2/1/2021	3,002,423.88	2,034,598.75	2,363,908.75	3,098,300.00	10,499,231.38	
8/1/2021	22,618,698.88	2,984,598.75	5,478,908.75	3,648,300.00	34,730,506.38	45,229,737.76 *
2/1/2022	2,728,424.46	2,015,361.25	2,296,936.25	3,086,475.00	10,127,196.96	
8/1/2022	22,892,173.46	3,005,361.25	5,541,936.25	3,661,475.00	35,100,945.96	45,228,142.92
2/1/2023	2,444,807.31	1,994,076.25	2,223,112.50	3,073,393.75	9,735,389.81	
8/1/2023	21,054,531.31	5,149,076.25	5,618,112.50	3,668,393.75	35,490,113.81	45,225,503.62
2/1/2024	2,167,323.99	1,922,300.00	2,141,632.50	3,059,113.75	9,290,370.24	
8/1/2024	21,370,624.99	5,182,300.00	5,696,632.50	3,689,113.75	35,938,671.24	45,229,041.48
2/1/2025	1,874,317.86	1,844,875.00	2,052,757.50	3,043,363.75	8,815,314.11	
8/1/2025	21,711,908.86	5,209,875.00	5,787,757.50	3,703,363.75	36,412,905.11	45,228,219.22
2/1/2026	1,538,561.98	1,761,591.25	1,955,647.50	3,026,203.75	8,282,004.48	
8/1/2026	19,322,267.98	6,616,591.25	5,885,647.50	5,121,203.75	36,945,710.48	45,227,714.96
2/1/2027	1,233,115.23	1,637,788.75	1,850,520.00	2,970,162.50	7,691,586.48	
8/1/2027	16,003,880.23	6,737,788.75	5,990,520.00	8,805,162.50	37,537,351.48	45,228,937.96
2/1/2028	967,339.63	1,503,913.75	1,736,670.00	2,809,700.00	7,017,623.38	
8/1/2028	13,048,226.63	6,873,913.75	6,106,670.00	8,284,700.00	34,313,510.38	41,331,133.76
2/1/2029	755,992.69	1,358,923.75	1,613,217.50	2,655,031.25	6,383,165.19	
8/1/2029	13,236,195.69	7,013,923.75	6,228,217.50	8,440,031.25	34,918,368.19	41,301,533.38
2/1/2030	537,102.82	1,203,411.25	1,480,536.25	2,488,712.50	5,709,762.82	
8/1/2030	13,437,946.82	7,173,411.25	6,360,536.25	8,603,712.50	35,575,606.82	41,285,369.64
2/1/2031	310,281.55	1,034,758.75	1,336,576.25	2,308,320.00	4,989,936.55	
8/1/2031	7,949,281.55	7,339,758.75	6,506,576.25	8,783,320.00	30,578,936.55	35,568,873.10
2/1/2032	194,309.30	855,066.25	1,182,768.75	2,115,688.75	4,347,833.05	
8/1/2032	5,931,309.30	7,520,066.25	6,657,768.75	8,975,688.75	29,084,833.05	33,432,666.10
2/1/2033	95,971.88	661,781.25	1,017,150.00	1,908,173.75	3,683,076.88	
8/1/2033	5,390,971.88	7,706,781.25	6,822,150.00	9,183,173.75	29,103,076.88	32,786,153.76
2/1/2034		4,185,715.00	3,915,097.50	5,546,286.25	13,647,098.75	
8/1/2034		4,181,612.50	3,921,310.00	5,548,556.25	13,651,478.75	27,298,577.50
2/1/2035		4,184,438.75	3,914,472.50	5,547,166.25	13,646,077.50	
8/1/2035		4,183,901.25	3,919,890.00	5,547,116.25	13,650,907.50	27,296,985.00
2/1/2036			3,917,105.00	5,548,253.75	9,465,358.75	
8/1/2036			3,920,402.50	5,544,337.50	9,464,740.00	18,930,098.75
2/1/2037			3,915,317.50	5,546,423.75	9,461,741.25	
8/1/2037			3,922,003.75	5,544,205.00	9,466,208.75	18,927,950.00
2/1/2038				5,542,681.25	5,542,681.25	
8/1/2038				5,546,698.75	5,546,698.75	11,089,380.00
2/1/2039				5,545,950.00	5,545,950.00	
8/1/2039				5,545,435.00	5,545,435.00	11,091,385.00
Totals	$416,283,325.10	$140,066,275.00	$156,801,431.25	$196,096,282.29	$909,247,313.64	$909,247,313.64

* Proposed maximum annual debt service.

(The Accountants' Compilation Report and the summary of significant assumptions and notes are an integral part of this statement.)

FORT WAYNE (INDIANA) MUNICIPAL SEWAGE WORKS

UNAUDITED SUPPLEMENTAL FINANCIAL DATA

FORT WAYNE (INDIANA) MUNICIPAL SEWAGE WORKS

COMPARATIVE STATEMENT OF NET POSITION
(Unaudited)

	As of			
	12/31/2010	12/31/2011	12/31/2012	4/30/2013
ASSETS:				
Current Assets:				
Operating cash and cash equivalents	$6,427,628	$9,217,439	$4,920,027	$4,740,314
Customer accounts receivable (net)	5,127,373	6,723,098	5,817,508	5,852,789
Interest receivable	6,222	43,717	1,816	10,899
Due from City of Fort Wayne	11,185	200,338	273,785	7,125
Interfund receivable	144,451	-	-	-
Materials and supplies inventory	57,603	76,629	75,640	69,932
Prepaid expenses	133,071	1,061,750	1,340,947	1,424,567
Total Current Assets	11,907,533	17,322,971	12,429,723	12,105,626
Noncurrent Assets:				
Restricted Assets:				
Sinking fund cash and cash equivalents	10,147,892	7,319,931	6,693,100	9,331,203
Debt service reserve cash and cash equivalents	9,394,016	19,721,343	20,450,216	25,384,448
Construction fund cash and cash equivalents	34,202,386	45,588,786	38,696,681	102,598,915
Restricted fund (connection fees) cash and cash equivalents	115,637	143,360	115,270	76,651
Cash light lease settlement cash and cash equivalents	1,040,549	-	-	-
Other restricted cash and cash equivalents	10,000,000	1,593	11,096,718	11,096,718
Net pension asset	172,058	-	-	-
Total Restricted Assets	65,072,538	72,775,013	77,051,985	148,487,935
Deferred Debits:				
Unamortized bond issuance costs	1,004,641	1,026,367	1,170,662	2,002,982
Assessments receivable	100,794	1,263,570	1,140,538	1,089,036
Total Deferred Debits	1,105,435	2,289,937	2,311,200	3,092,018
Capital Assets:				
Depreciable capital assets:				
Distribution and collection system	234,800,217	256,477,324	270,856,743	271,554,515
Buildings and improvements	120,162,588	118,041,945	118,654,612	118,769,831
Equipment and other	84,117,329	72,374,791	75,691,634	75,792,008
Less: accumulated depreciation	(141,967,035)	(134,738,036)	(144,480,566)	(147,867,373)
Sub-totals	297,113,099	312,156,024	320,722,423	318,248,981
Land	1,424,823	1,424,823	1,429,003	1,429,003
Construction work in progress	23,018,688	31,894,835	63,222,521	77,365,090
Net Capital Assets	321,556,610	345,475,682	385,373,947	397,043,074
Total Assets	$399,642,116	$437,863,603	$477,166,855	$560,728,653

(Continued on next page)

(The Accountants' Compilation Report and the summary of significant assumptions and notes are an integral part of this statement.)

FORT WAYNE (INDIANA) MUNICIPAL SEWAGE WORKS

(Cont'd)

COMPARATIVE STATEMENT OF NET POSITION
(Unaudited)

	As of			
	12/31/2010	12/31/2011	12/31/2012	4/30/2013
LIABILITIES:				
Current Liabilities:				
Accounts payable	$6,003,820	$4,802,565	$7,096,836	$3,690,419
Due to City of Fort Wayne	812,786	976,586	822,221	2,040,883
Interfund payable	1,407,780	1,018,497	276,858	276,928
Compensated absences payable - current portion	423,682	435,285	428,296	428,583
Other current liabilities	3,156,743	3,068,357	2,899,280	2,641,369
Accrued interest payable	2,802,788	2,950,033	2,773,479	2,200,453
Bonds payable - current portion	5,470,000	5,710,000	5,465,000	5,285,000
Loans payable - current portion	4,064,929	5,061,576	5,056,304	5,056,304
Total Current Liabilities	24,142,528	24,022,899	24,818,274	21,619,939
Noncurrent Liabilities:				
Bonds payable, net of unamortized bond discount/premium (1)	80,247,544	112,627,694	137,029,894	212,142,743
Loans payable (2)	79,202,925	75,457,673	78,777,879	86,557,626
Compensated absences payable	448,785	472,992	498,696	498,996
Total Noncurrent Liabilities	159,899,254	188,558,359	216,306,469	299,199,365
Total Liabilities	184,041,782	212,581,258	241,124,743	320,819,304
NET POSITION:				
Invested in capital assets, net of related debt	186,773,598	192,207,525	197,741,551	190,600,316
Restricted for debt service	19,541,908	27,041,274	27,143,316	34,715,651
Restricted for capital projects	115,637	143,360	115,270	76,651
Unrestricted	9,169,191	5,890,186	11,041,975	14,516,731
Total Net Position	215,600,334	225,282,345	236,042,112	239,909,349
Total Liabilities and Net Position	$399,642,116	$437,863,603	$477,166,855	$560,728,653

(1) 1998A Bonds	$975,000			
1998B Bonds	1,535,000			
2002B Bonds	6,898,683	$5,824,621		
2002C Bonds	2,700,000	2,295,000	$1,875,000	
2003 Bonds	6,515,000	5,690,000	4,830,000	
2007 Bonds	20,860,000	19,930,000	18,960,000	$18,960,000
2010 Bonds	41,045,000	41,045,000	39,330,000	39,330,000
2011A Bonds	-	38,100,000	38,100,000	38,100,000
2012 B Bonds	-	-	15,530,000	15,530,000
2012 Refunding Bonds	-	-	18,175,000	18,175,000
2013 A Bonds	-	-	-	32,355,000
2013 B Bonds	-	-	-	42,260,000
2013 Refunding Bonds	-	-	-	6,835,000
Deferred Loss on Refunding	-	-	(283,536)	(478,047)
Unamortized bond discount/premium	(281,139)	(256,927)	513,430	1,075,790
Bonds payable, net of unamortized bond discount/premium	$80,247,544	$112,627,694	$137,029,894	$212,142,743
(2) 2002A SRF Loan	$16,182,351	$15,107,351		
2005 SRF Loan	30,445,000	28,675,000	$26,850,000	$26,850,000
2008 SRF Loan	582,000	471,000	356,000	356,000
2009A SRF Loan	3,863,387	4,074,923	4,171,733	4,171,733
2009B SRF Loan	28,130,187	27,129,399	26,086,978	26,086,978
2011B SRF Loan	-	-	17,330,835	21,984,073
2012 A SRF Loan	-	-	3,982,333	7,108,842
Loans payable	$79,202,925	$75,457,673	$78,777,879	$86,557,626

(The Accountants' Compilation Report and the summary of significant assumptions and notes are an integral part of this statement.)

FORT WAYNE (INDIANA) MUNICIPAL SEWAGE WORKS

COMPARATIVE STATEMENT OF REVENUES, EXPENSES AND CHANGES IN NET POSITION
(Unaudited)

	Calendar Year Ended			12 Months Ended
	12/31/2010	12/31/2011	12/31/2012	4/30/2013
Operating Revenues:				
Metered Revenue:				
Residential	$23,040,166	$26,124,976	$28,690,355	$28,970,351
Commercial	8,684,087	9,482,631	10,756,155	11,221,507
Industrial	2,642,681	3,419,718	3,747,746	3,741,060
Institutional	1,818,861	2,223,184	2,646,110	2,665,481
Sales to public authorities	482,051	505,080	605,007	616,867
Sales for resale - metered sales	2,255,198	3,253,853	2,653,499	2,590,209
Excessive strength surcharges	1,255,825	927,715	936,471	892,298
Bulk haulers	220,379	208,840	232,203	230,803
Forfeited discounts	678,293	762,602	711,541	658,805
Surveillance - sales for resale	26,547	24,457	25,820	26,426
Capital surcharges	244,230	347,283	356,404	356,100
Miscellaneous revenue	(27,758)	(40,508)	(24,787)	37,246
Burden transfers	125,491	225,171	200,406	189,508
Total Operating Revenues	41,446,051	47,465,002	51,536,930	52,196,661
Operating Expenses:				
Collection system	4,569,851	4,810,575	4,822,445	5,037,136
Sewage treatment	7,499,775	7,707,329	10,320,236	10,264,926
Customer accounts	1,161,264	1,340,473	1,286,799	1,276,831
Administrative and general	6,187,786	6,742,513	6,866,096	7,063,019
Sub-totals	19,418,676	20,600,890	23,295,576	23,641,912
Depreciation expense	9,360,043	9,736,746	10,064,132	10,451,668
Total Operating Expenses	28,778,719	30,337,636	33,359,708	34,093,580
Net Operating Income	12,667,332	17,127,366	18,177,222	18,103,081
Non-Operating Revenues (Expenses):				
Interest income	112,971	89,205	111,271	79,419
Interest expense	(3,516,861)	(3,631,447)	(3,316,300)	(4,237,357)
Amortization expense	(116,278)	(151,456)	(241,098)	(303,035)
Connection fees	362,287	527,573	884,515	964,793
Developer fees	44,590	69,562	45,775	62,978
Engineering fees	76,986	93,286	64,496	140,576
Tap fees	(1,230)	(2,260)	(4,310)	(3,457)
Miscellaneous non-operating revenue	729,516	3,177,558	381,119	233,161
Loss on abandonment	(284,159)	(1,546,844)	(144,966)	(183,228)
Total Non-Operating Revenues (Expenses)	(2,592,178)	(1,374,823)	(2,219,498)	(3,246,150)
Net Income Before Contributions and Transfers	10,075,154	15,752,543	15,957,724	14,856,931
Capital Contributions and (Transfers):				
Contributed capital and storm transfers	(24,742)	(2,669,869)	(1,576,314)	(1,622,602)
Payment in lieu of property taxes	(3,157,483)	(3,400,663)	(3,621,643)	(3,694,528)
Total Capital Contributions and (Transfers)	(3,182,225)	(6,070,532)	(5,197,957)	(5,317,130)
Change in Net Position	6,892,929	9,682,011	10,759,767	9,539,801
Total Net Position - Beginning	208,707,405	215,600,334	225,282,345	230,369,548
Total Net Position - Ending	$215,600,334	$225,282,345	$236,042,112	$239,909,349

(The Accountants' Compilation Report and the summary of significant assumptions and notes are an integral part of this statement.)

FORT WAYNE (INDIANA) MUNICIPAL SEWAGE WORKS

COMPARATIVE DETAIL OF OPERATING EXPENSES
(Unaudited)

	Calendar Year Ended			12 Months Ended
	12/31/2010	12/31/2011	12/31/2012	4/30/2013
Collection System:				
Salaries and wages	$2,321,767	$2,279,291	$2,297,088	$2,353,249
Overtime	130,584	202,409	58,904	97,190
Employee benefits	543,609	555,301	576,196	590,625
Health insurance	534,600	561,000	649,000	649,000
Unemployment	2,455	2,652	2,576	2,630
Worker's compensation	35,643	41,981	30,932	29,711
Office supplies	16,396	20,575	30,631	29,369
Materials and supplies	201,862	237,648	241,504	259,550
Fuel	139,379	219,741	164,278	159,821
Chemicals	41,268	51,084	55,537	75,080
Repairs and maintenance - materials	89,844	76,128	63,624	86,659
Outside services	6,319	12,275	19,084	17,915
Postage and freight	499	780	743	667
Telephone	7,953	7,321	9,021	8,645
Education and travel	14,550	9,168	9,556	14,214
Miscellaneous	12,241	9,241	8,477	7,151
Insurance	77,302	93,757	73,575	64,361
Utilities	31,617	32,911	29,035	29,320
Contractual services	347,176	384,099	484,449	541,072
Rentals	13,501	12,021	17,274	20,085
Subscriptions, dues and licenses	1,286	1,192	961	822
Total Collection System	4,569,851	4,810,575	4,822,445	5,037,136
Sewage Treatment:				
Salaries and wages	2,258,299	2,280,755	2,214,759	2,195,761
Overtime	252,789	309,611	391,325	386,696
Employee benefits	473,646	586,207	631,487	629,997
Health insurance	514,800	520,200	601,800	601,800
Unemployment	2,506	2,595	2,652	2,734
Worker's compensation	34,915	37,229	27,430	26,114
Office supplies	25,248	39,133	45,354	43,986
Materials and supplies	138,933	196,226	213,904	186,751
Fuel	252,436	294,030	292,136	277,640
Laboratory supplies	40,873	35,971	60,108	56,119
Chemicals	807,545	567,893	734,993	768,725
Repairs and maintenance - materials	158,620	213,583	182,644	209,359
Outside services	5,902	10,695	13,811	13,843
Postage and freight	4,233	3,918	5,561	4,941
Telephone	40,380	36,986	40,259	40,249
Education and travel	13,340	5,137	5,272	3,186
Subtotal to carry forward	5,024,465	5,140,169	5,463,495	5,447,901

(Continued on next page)

(The Accountants' Compilation Report and the summary of significant assumptions and notes are an integral part of this statement.)

FORT WAYNE (INDIANA) MUNICIPAL SEWAGE WORKS

(Cont'd)

COMPARATIVE DETAIL OF OPERATING EXPENSES
(Unaudited)

	Calendar Year Ended			12 Months Ended
	12/31/2010	12/31/2011	12/31/2012	4/30/2013
Subtotal carried forward	$5,024,465	$5,140,169	$5,463,495	$5,447,901
Sewage Treatment (cont'd):				
Miscellaneous	1,504	335	684	345
Insurance	170,049	188,261	178,616	174,938
Utilities	1,469,382	1,472,881	1,411,426	1,430,633
Contractual services	753,611	765,555	3,174,074 *	3,132,795 *
Rentals	9,600	55,379	9,920	9,895
Subscriptions, dues and licenses	26,734	24,306	24,538	24,668
Laboratory fees	42,955	58,023	56,163	43,751
Repairs and maintenance	1,475	2,420	1,320	-
Total Sewage Treatment	7,499,775	7,707,329	10,320,236	10,264,926
Customer Accounts:				
Records and collections expense	1,161,264	1,340,473	1,286,799	1,276,831
Administrative and General:				
Salaries and wages	3,092,643	3,242,382	3,599,820	3,675,162
Overtime	1,307	-	-	-
Employee benefits	66,347	73,618	90,325	96,398
Health insurance	69,300	71,400	82,600	82,600
Unemployment	451	459	475	596
Worker's compensation	5,819	5,545	4,085	4,239
Education and travel	739	36	-	-
Subscriptions, dues and licenses	1,482	225	1,757	1,757
Office supplies	8,204	11,219	-	-
Materials and supplies	71,508	194,894	129,678	142,177
Outside services	562,701	1,117,061	358,635	270,980
Postage and freight	178	-	222	222
Miscellaneous	111,109	22,854	18,304	18,208
Insurance	19,452	19,871	11,860	14,153
Contractual services	-	61,111	68,689	68,689
Rentals	143,556	481	63,029	15,394
Paying agent fees	4,250	2,600	5,661	7,950
Services and charges - administrative allocation	1,760,622	1,750,042	1,916,409	2,146,348
Extraordinary PERF adjustment	-	-	351,199	350,582
Bad debt expense	268,118	168,715	163,348	167,564
Total Administrative and General	6,187,786	6,742,513	6,866,096	7,063,019
Total Operating Expenses	$19,418,676	$20,600,890	$23,295,576	$23,641,912

* Includes a one-time extraordinary expense for the past five years' productivity bonus. This has been normalized out of pro forma expenses.

(The Accountants' Compilation Report and the summary of significant assumptions and notes are an integral part of this statement.)

FORT WAYNE (INDIANA) MUNICIPAL SEWAGE WORKS

COMPARATIVE STATEMENT OF CASH FLOWS
Increase (Decrease) in cash and cash equivalents
(Unaudited)

	Calendar Year Ended			12 Months Ended
	12/31/2010	12/31/2011	12/31/2012	4/30/2013
Cash flows from (to) operating activities:				
Cash received from customers	$40,980,545	$45,869,277	$52,442,520	$52,786,286
Cash paid to suppliers, employees and others	(18,260,907)	(23,953,579)	(22,410,947)	(21,594,932)
Net cash provided (used) by operating activities	22,719,638	21,915,698	30,031,573	31,191,354
Cash flows from (to) noncapital financing activities:				
Contributed capital and storm transfers	(24,742)	(2,669,869)	(1,576,314)	(1,622,602)
Contribution in lieu of property taxes	(3,157,483)	(3,400,663)	(3,621,643)	(3,694,528)
Net cash provided (used) by noncapital financing activities	(3,182,225)	(6,070,532)	(5,197,957)	(5,317,130)
Cash flows from (to) capital and related financing activities:				
Additions to utility plant	(31,194,257)	(33,655,818)	(49,962,397)	(52,387,166)
Principal paid on long-term debt	(8,500,776)	(9,534,929)	(10,771,576)	(11,110,285)
Proceeds from long-term debt	44,148,788	39,406,474	38,243,710	115,734,889
Debt issuance costs	(239,198)	(173,182)	(385,393)	(1,321,402)
Interest paid on long-term debt	(3,516,861)	(3,631,447)	(3,316,300)	(4,237,357)
Other income	1,212,149	3,865,719	1,371,595	1,398,051
Other expense	(284,159)	(1,546,844)	(144,966)	(183,228)
Net cash provided (used) by capital and related financing activities	1,625,686	(5,270,027)	(24,965,327)	47,893,502
Cash flows from (to) investing activities:				
Interest income	112,971	89,205	111,271	79,419
Cash and Cash Equivalents:				
Increase (decrease)	21,276,070	10,664,344	(20,440)	73,847,145
Beginning balance	50,052,038	71,328,108	81,992,452	79,381,104
Ending balance	$71,328,108	$81,992,452	$81,972,012	$153,228,249

(Continued on next page)

(The Accountants' Compilation Report and the summary of significant assumptions and notes are an integral part of this statement.)

FORT WAYNE (INDIANA) MUNICIPAL SEWAGE WORKS

COMPARISON OF ACCOUNT BALANCES WITH MINIMUM BALANCES REQUIRED

Accounts:	Account Balance at 4/30/2013	Minimum Balance Required (1)	Ref.	Variance
Operation and maintenance fund	$4,740,314	$3,812,383	(2)	$927,931
Sinking fund:				
Bond and interest account	9,331,203	9,331,207	(3)	(4)
Reserve account	25,384,448	25,134,139	(4)	250,309
Construction fund	102,598,915	102,598,915	(5)	-
Restricted fund (connection fees)	76,651	76,651	(6)	-
Other restricted cash and cash equivalents	11,096,718	11,096,718	(7)	-
Totals	$153,228,249	$152,050,013		$1,178,236

(1) Minimum balance required by Bond Ordinance (Special Ordinance) No. S-65-09 and Bond Ordinance (Special Ordinance) No. S-105-12.

(2) Per Section 11, the balance maintained in this fund shall be sufficient to pay the expenses of operation, repair and maintenance of the then next succeeding two calendar months.

Pro forma operating expenses (page 6)	$22,869,722
Times two month factor	16.67%
Minimum balance required	$3,812,383

(3) Per Section 12(b), the balance of this account should be equal to the accrued monthly transfers of 1/6th of the interest on all outstanding bonds payable on the then next succeeding interest payment date and 1/12th of the principal on all outstanding bonds payable on the then next succeeding principal payment date.

	Amount	Months Factor	Balance
2005 Bonds:			
Principal due 8/1/2013	$1,825,000	9/12	$1,368,750
Interest due 8/1/2013	444,463	3/6	222,232
2007 Bonds:			
Principal due 8/1/2013	970,000	9/12	727,500
Interest due 8/1/2013	458,738	3/6	229,369
2008 (Zanesville) Bonds:			
Principal due 8/1/2013	115,000	9/12	86,250
Interest due 8/1/2013	4,710	3/6	2,355
2009A Bonds:			
Principal due 8/1/2013	241,883	9/12	181,412
Interest due 8/1/2013	3,531	3/6	1,766
2009B Bonds:			
Principal due 8/1/2013	1,042,421	9/12	781,816
Interest due 8/1/2013	564,292	3/6	282,146
2010 Bonds:			
Principal due 8/1/2013	1,715,000	9/12	1,286,250
Interest due 8/1/2013	912,338	3/6	456,169
2011A Bonds:			
Principal due 8/1/2013	-	9/12	-
Interest due 8/1/2013	533,400	3/6	266,700
Subtotal to carry forward			5,892,715

(Continued on next page)

(The Accountants' Compilation Report and the summary of significant assumptions and notes are an integral part of this statement.)

COMPARISON OF ACCOUNT BALANCES WITH MINIMUM BALANCES REQUIRED

Subtotal carried forward			$5,892,715
2011B Bonds:			
Principal due 8/1/2013	1,379,000	9/12	1,034,250
Interest due 8/1/2013	370,705	3/6	185,353
2012A Bonds:			
Principal due 8/1/2013	453,000	8/11	329,455
Interest due 8/1/2013	92,694	3/6	46,347
2012B Bonds:			
Principal due 8/1/2013	-	5/8	-
Interest due 8/1/2013	180,075	3/6	90,038
2012 Refunding Bonds:			
Principal due 8/1/2013	1,500,000	5/8	937,500
Interest due 8/1/2013	142,644	3/6	71,322
2013A Bonds:			
Principal due 8/1/2013	600,000	2/5	240,000
Interest due 8/1/2013	221,348	2/5	88,539
2013B Bonds:			
Principal due 8/1/2013	-	2/5	-
Interest due 8/1/2013	513,954	2/5	205,582
2013 Refunding Bonds:			
Principal due 8/1/2013	500,000	2/5	200,000
Interest due 8/1/2013	25,265	2/5	10,106
Minimum balance required			$9,331,207

(4) A. Reserve Account

Per Section 12(c), the balance to be maintained in the Reserve Account shall equal but not exceed the least of:

(i) maximum annual debt service on the Prior Bonds, the Bonds and any parity bonds issued in the future by the Sewage Works (not initially purchased by or for the account of the SRF Program)

(ii) 125% of the average annual debt service on the Prior Bonds, the Bonds and any parity bonds issued in the future by the Sewage Works (not initially purchased by or for the account of the SRF Program)

(iii) 10% of the proceeds of the Prior Bonds, the Bonds and any parity bonds issued in the future by the Sewage Works (not initially purchased by or for the account of the SRF Program)

(ii) 125% of the average annual debt service	$17,337,516

B. SRF Reserve Account

Per Section 12(c), the balance to be maintained in the SRF Reserve Account shall equal the maximum annual debt service on the Prior Bonds, the Bonds and any Parity Bonds initially purchased by or for the account of the SRF Program.

Total SRF Reserve Required at 4/30/2013	7,672,913

C. Zanesville (2008) Bond Reserve

The Zanesville reserve was assumed by Fort Wayne when the Zanesville system was acquired. The reserve shown represents the reserve requested by SRF (per email from SRF to utility dated May 27, 2008).

	123,710
Minimum balance required	$25,134,139

(5) Funds restricted for current construction projects.

(6) Funds restricted for reinvestment into the areas in which the connection fees were received.

(7) Restricted.

(The Accountants' Compilation Report and the summary of significant assumptions and notes are an integral part of this statement.)

FORT WAYNE (INDIANA) MUNICIPAL SEWAGE WORKS

SCHEDULE OF AMORTIZATION OF $28,675,000 PRINCIPAL AMOUNT OF OUTSTANDING SEWAGE WORKS REVENUE BONDS, SERIES 2005

Principal payable Annually on August 1st.

Interest payable semiannually on February 1st and August 1st.

Payment Date	Principal Outstanding	Interest Rate	Debt Service			Bond Year Total
			Principal	Interest	Total	
	(In $1,000's)	(%)	(In $1,000's)	(----------In Dollars----------)		
08/01/13	$28,675	3.10	$1,825	$444,462.50	$2,269,462.50	$2,269,462.50
02/01/14	26,850			416,175.00	416,175.00	
08/01/14	26,850	3.10	1,880	416,175.00	2,296,175.00	2,712,350.00
02/01/15	24,970			387,035.00	387,035.00	
08/01/15	24,970	3.10	1,940	387,035.00	2,327,035.00	2,714,070.00
02/01/16	23,030			356,965.00	356,965.00	
08/01/16	23,030	3.10	2,000	356,965.00	2,356,965.00	2,713,930.00
02/01/17	21,030			325,965.00	325,965.00	
08/01/17	21,030	3.10	2,060	325,965.00	2,385,965.00	2,711,930.00
02/01/18	18,970			294,035.00	294,035.00	
08/01/18	18,970	3.10	2,125	294,035.00	2,419,035.00	2,713,070.00
02/01/19	16,845			261,097.50	261,097.50	
08/01/19	16,845	3.10	2,190	261,097.50	2,451,097.50	2,712,195.00
02/01/20	14,655			227,152.50	227,152.50	
08/01/20	14,655	3.10	2,260	227,152.50	2,487,152.50	2,714,305.00
02/01/21	12,395			192,122.50	192,122.50	
08/01/21	12,395	3.10	2,330	192,122.50	2,522,122.50	2,714,245.00
02/01/22	10,065			156,007.50	156,007.50	
08/01/22	10,065	3.10	2,400	156,007.50	2,556,007.50	2,712,015.00
02/01/23	7,665			118,807.50	118,807.50	
08/01/23	7,665	3.10	2,475	118,807.50	2,593,807.50	2,712,615.00
02/01/24	5,190			80,445.00	80,445.00	
08/01/24	5,190	3.10	2,555	80,445.00	2,635,445.00	2,715,890.00
02/01/25	2,635			40,842.50	40,842.50	
08/01/25	2,635	3.10	2,635	40,842.50	2,675,842.50	2,716,685.00
	Total		$28,675	$6,157,762.50	$34,832,762.50	$34,832,762.50

Note: This bond issue is an SRF issue.

(The Accountants' Compilation Report and the summary of significant assumptions and notes are an integral part of this statement.)

FORT WAYNE (INDIANA) MUNICIPAL SEWAGE WORKS

SCHEDULE OF AMORTIZATION OF $19,930,000 PRINCIPAL AMOUNT OF OUTSTANDING SEWAGE WORKS REVENUE BONDS, SERIES 2007

Principal payable Annually on August 1st.
Interest payable semiannually on February 1st and August 1st.

Payment Date	Principal Outstanding	Interest Rates	Debt Service Principal	Debt Service Interest	Debt Service Total	Bond Year Total
	(In $1,000's)	(%)	(In $1,000's)	(----------In Dollars	----------)	
08/01/13	$19,930	4.250	$970	$458,737.50	$1,428,737.50	$1,428,737.50
02/01/14	18,960			438,125.00	438,125.00	
08/01/14	18,960	4.250	1,010	438,125.00	1,448,125.00	1,886,250.00
02/01/15	17,950			416,662.50	416,662.50	
08/01/15	17,950	4.500	1,055	416,662.50	1,471,662.50	1,888,325.00
02/01/16	16,895			392,925.00	392,925.00	
08/01/16	16,895	4.500	1,100	392,925.00	1,492,925.00	1,885,850.00
02/01/17	15,795			368,175.00	368,175.00	
08/01/17	15,795	4.500	1,145	368,175.00	1,513,175.00	1,881,350.00
02/01/18	14,650			342,412.50	342,412.50	
08/01/18	14,650	4.500	1,195	342,412.50	1,537,412.50	1,879,825.00
02/01/19	13,455			315,525.00	315,525.00	
08/01/19	13,455	4.500	1,245	315,525.00	1,560,525.00	1,876,050.00
02/01/20	12,210			287,512.50	287,512.50	
08/01/20	12,210	4.500	1,300	287,512.50	1,587,512.50	1,875,025.00
02/01/21	10,910			258,262.50	258,262.50	
08/01/21	10,910	4.625	1,360	258,262.50	1,618,262.50	1,876,525.00
02/01/22	9,550			226,812.50	226,812.50	
08/01/22	9,550	4.750	1,420	226,812.50	1,646,812.50	1,873,625.00
02/01/23	8,130			193,087.50	193,087.50	
08/01/23	8,130	4.750	1,485	193,087.50	1,678,087.50	1,871,175.00
02/01/24	6,645			157,818.75	157,818.75	
08/01/24	6,645	4.750	1,550	157,818.75	1,707,818.75	1,865,637.50
02/01/25	5,095			121,006.25	121,006.25	
08/01/25	5,095	4.750	1,625	121,006.25	1,746,006.25	1,867,012.50
02/01/26	3,470			82,412.50	82,412.50	
08/01/26	3,470	4.750	1,695	82,412.50	1,777,412.50	1,859,825.00
02/01/27	1,775			42,156.25	42,156.25	
08/01/27	1,775	4.750	1,775	42,156.25	1,817,156.25	1,859,312.50
	Total		$19,930	$7,744,525.00	$27,674,525.00	$27,674,525.00

Note: This bond issue is an Open Market issue.

(The Accountants' Compilation Report and the summary of significant assumptions and notes are an integral part of this statement.)

FORT WAYNE (INDIANA) MUNICIPAL SEWAGE WORKS

SCHEDULE OF AMORTIZATION OF $471,000 PRINCIPAL AMOUNT OF OUTSTANDING SEWAGE WORKS JUNIOR REVENUE BONDS, SERIES 2008

Principal payable Annually on August 1st.

Interest payable semiannually on February 1st and August 1st.

Payment Date	Principal Outstanding	Interest Rate	Debt Service			Bond Year Total
			Principal	Interest	Total	
	(In $1,000's)	(%)	(In $1,000's)	(----------In Dollars----------)		
08/01/13	$471	2.00	$115	$4,710.00	$119,710.00	$119,710.00
02/01/14	356			3,560.00	3,560.00	
08/01/14	356	2.00	117	3,560.00	120,560.00	124,120.00
02/01/15	239			2,390.00	2,390.00	
08/01/15	239	2.00	119	2,390.00	121,390.00	123,780.00
02/01/16	120			1,200.00	1,200.00	
08/01/16	120	2.00	120	1,200.00	121,200.00	122,400.00
	Total		$471	$19,010.00	$490,010.00	$490,010.00

Note: Also known as Zanesville Bonds. Fort Wayne's obligation to pay the principal and interest on the Zanesville Bonds is a charge upon the net revenues of the City's Sewage Works, but payment of the Zanesville Bonds is junior and subordinate to the payment of the prior Bonds and any bonds issued in the future on a parity basis with the prior Bonds.

Note: This bond issue is an SRF issue.

(The Accountants' Compilation Report and the summary of significant assumptions and notes are an integral part of this statement.)

FORT WAYNE (INDIANA) MUNICIPAL SEWAGE WORKS

SCHEDULE OF AMORTIZATION OF $4,413,616 PRINCIPAL AMOUNT OF OUTSTANDING SEWAGE WORKS REVENUE BONDS OF 2009, SERIES A

Principal payable Annually on August 1st.
Interest payable semiannually on February 1st and August 1st.

Payment Date	Principal Outstanding	Interest Rate	Debt Service			Bond Year Total
			Principal	Interest	Total	
	(In Dollars)	(%)	(In Dollars)	(----------In Dollars----------)		
08/01/13	$4,413,616	0.16	$241,883	$3,530.89	$245,413.89	$245,413.89
02/01/14	4,171,733			3,337.39	3,337.39	
08/01/14	4,171,733	0.16	242,271	3,337.39	245,608.39	248,945.78
02/01/15	3,929,462			3,143.57	3,143.57	
08/01/15	3,929,462	0.16	242,658	3,143.57	245,801.57	248,945.14
02/01/16	3,686,804			2,949.44	2,949.44	
08/01/16	3,686,804	0.16	243,046	2,949.44	245,995.44	248,944.88
02/01/17	3,443,758			2,755.01	2,755.01	
08/01/17	3,443,758	0.16	243,435	2,755.01	246,190.01	248,945.02
02/01/18	3,200,323			2,560.26	2,560.26	
08/01/18	3,200,323	0.16	243,824	2,560.26	246,384.26	248,944.52
02/01/19	2,956,499			2,365.20	2,365.20	
08/01/19	2,956,499	0.16	244,214	2,365.20	246,579.20	248,944.40
02/01/20	2,712,285			2,169.83	2,169.83	
08/01/20	2,712,285	0.16	244,605	2,169.83	246,774.83	248,944.66
02/01/21	2,467,680			1,974.14	1,974.14	
08/01/21	2,467,680	0.16	244,997	1,974.14	246,971.14	248,945.28
02/01/22	2,222,683			1,778.15	1,778.15	
08/01/22	2,222,683	0.16	245,389	1,778.15	247,167.15	248,945.30
02/01/23	1,977,294			1,581.84	1,581.84	
08/01/23	1,977,294	0.16	245,782	1,581.84	247,363.84	248,945.68
02/01/24	1,731,512			1,385.21	1,385.21	
08/01/24	1,731,512	0.16	246,174	1,385.21	247,559.21	248,944.42
02/01/25	1,485,338			1,188.27	1,188.27	
08/01/25	1,485,338	0.16	246,568	1,188.27	247,756.27	248,944.54
02/01/26	1,238,770			991.02	991.02	
08/01/26	1,238,770	0.16	246,962	991.02	247,953.02	248,944.04
02/01/27	991,808			793.45	793.45	
08/01/27	991,808	0.16	247,358	793.45	248,151.45	248,944.90
02/01/28	744,450			595.56	595.56	
08/01/28	744,450	0.16	247,753	595.56	248,348.56	248,944.12
02/01/29	496,697			397.36	397.36	
08/01/29	496,697	0.16	248,150	397.36	248,547.36	248,944.72
02/01/30	248,547			198.84	198.84	
08/01/30	248,547	0.16	248,547	198.84	248,745.84	248,944.68
	Total		$4,413,616	$63,859.97	$4,477,475.97	$4,477,475.97

Note: This bond issue is an SRF issue.

(The Accountants' Compilation Report and the summary of significant assumptions and notes are an integral part of this statement.)

FORT WAYNE (INDIANA) MUNICIPAL SEWAGE WORKS

SCHEDULE OF AMORTIZATION OF $27,129,399 PRINCIPAL AMOUNT OF OUTSTANDING SEWAGE WORKS REVENUE BONDS OF 2009, SERIES B

Principal payable Annually on August 1st.

Interest payable semiannually on February 1st and August 1st.

Payment Date	Principal Outstanding	Interest Rate	Debt Service Principal	Debt Service Interest	Debt Service Total	Bond Year Total
	(In Dollars)	(%)	(In Dollars)	(----------In Dollars	----------)	
08/01/13	$27,129,399	4.16	$1,042,421	$564,291.50	$1,606,712.50	$1,606,712.50
02/01/14	26,086,978			542,609.14	542,609.14	
08/01/14	26,086,978	4.16	1,085,786	542,609.14	1,628,395.14	2,171,004.28
02/01/15	25,001,192			520,024.79	520,024.79	
08/01/15	25,001,192	4.16	1,130,954	520,024.79	1,650,978.79	2,171,003.58
02/01/16	23,870,238			496,500.95	496,500.95	
08/01/16	23,870,238	4.16	1,178,002	496,500.95	1,674,502.95	2,171,003.90
02/01/17	22,692,236			471,998.51	471,998.51	
08/01/17	22,692,236	4.16	1,227,007	471,998.51	1,699,005.51	2,171,004.02
02/01/18	21,465,229			446,476.76	446,476.76	
08/01/18	21,465,229	4.16	1,278,051	446,476.76	1,724,527.76	2,171,004.52
02/01/19	20,187,178			419,893.30	419,893.30	
08/01/19	20,187,178	4.16	1,331,217	419,893.30	1,751,110.30	2,171,003.60
02/01/20	18,855,961			392,203.99	392,203.99	
08/01/20	18,855,961	4.16	1,386,596	392,203.99	1,778,799.99	2,171,003.98
02/01/21	17,469,365			363,362.79	363,362.79	
08/01/21	17,469,365	4.16	1,444,278	363,362.79	1,807,640.79	2,171,003.58
02/01/22	16,025,087			333,321.81	333,321.81	
08/01/22	16,025,087	4.16	1,504,360	333,321.81	1,837,681.81	2,171,003.62
02/01/23	14,520,727			302,031.12	302,031.12	
08/01/23	14,520,727	4.16	1,566,942	302,031.12	1,868,973.12	2,171,004.24
02/01/24	12,953,785			269,438.73	269,438.73	
08/01/24	12,953,785	4.16	1,632,127	269,438.73	1,901,565.73	2,171,004.46
02/01/25	11,321,658			235,490.49	235,490.49	
08/01/25	11,321,658	4.16	1,700,023	235,490.49	1,935,513.49	2,171,003.98
02/01/26	9,621,635			200,130.01	200,130.01	
08/01/26	9,621,635	4.16	1,770,744	200,130.01	1,970,874.01	2,171,004.02
02/01/27	7,850,891			163,298.53	163,298.53	
08/01/27	7,850,891	4.16	1,844,407	163,298.53	2,007,705.53	2,171,004.06
02/01/28	6,006,484			124,934.87	124,934.87	
08/01/28	6,006,484	4.16	1,921,134	124,934.87	2,046,068.87	2,171,003.74
02/01/29	4,085,350			84,975.28	84,975.28	
08/01/29	4,085,350	4.16	2,001,053	84,975.28	2,086,028.28	2,171,003.56
02/01/30	2,084,297			43,353.38	43,353.38	
08/01/30	2,084,297	4.16	2,084,297	43,353.38	2,127,650.38	2,171,003.76
Total			$27,129,399	$11,384,380.40	$38,513,779.40	$38,513,779.40

Note: This bond issue is an SRF issue.

(The Accountants' Compilation Report and the summary of significant assumptions and notes are an integral part of this statement.)

FORT WAYNE (INDIANA) MUNICIPAL SEWAGE WORKS

SCHEDULE OF AMORTIZATION OF $41,045,000 PRINCIPAL AMOUNT OF OUTSTANDING SEWAGE WORKS REVENUE BONDS OF 2010

Principal payable Annually on August 1st, beginning August 1, 2013.
Interest payable semiannually on February 1st and August 1st.

Payment Date	Principal Outstanding	Interest Rates	Debt Service			Bond Year Total
			Principal	Interest	Total	
	(In $1,000's)	(%)	(In $1,000's)	(----------In Dollars	----------)	
08/01/13	$41,045	4.25	$1,715	$912,337.50	$2,627,337.50	$2,627,337.50
02/01/14	39,330			875,893.75	875,893.75	
08/01/14	39,330	4.25	1,745	875,893.75	2,620,893.75	3,496,787.50
02/01/15	37,585			838,812.50	838,812.50	
08/01/15	37,585	4.25	1,780	838,812.50	2,618,812.50	3,457,625.00
02/01/16	35,805			800,987.50	800,987.50	
08/01/16	35,805	4.25	1,825	800,987.50	2,625,987.50	3,426,975.00
02/01/17	33,980			762,206.25	762,206.25	
08/01/17	33,980	4.25	1,875	762,206.25	2,637,206.25	3,399,412.50
02/01/18	32,105			722,362.50	722,362.50	
08/01/18	32,105	4.50	1,935	722,362.50	2,657,362.50	3,379,725.00
02/01/19	30,170			678,825.00	678,825.00	
08/01/19	30,170	4.50	2,005	678,825.00	2,683,825.00	3,362,650.00
02/01/20	28,165			633,712.50	633,712.50	
08/01/20	28,165	4.50	2,075	633,712.50	2,708,712.50	3,342,425.00
02/01/21	26,090			587,025.00	587,025.00	
08/01/21	26,090	4.50	2,155	587,025.00	2,742,025.00	3,329,050.00
02/01/22	23,935			538,537.50	538,537.50	
08/01/22	23,935	4.50	2,245	538,537.50	2,783,537.50	3,322,075.00
02/01/23	21,690			488,025.00	488,025.00	
08/01/23	21,690	4.50	2,335	488,025.00	2,823,025.00	3,311,050.00
02/01/24	19,355			435,487.50	435,487.50	
08/01/24	19,355	4.50	2,430	435,487.50	2,865,487.50	3,300,975.00
02/01/25	16,925			380,812.50	380,812.50	
08/01/25	16,925	4.50	2,530	380,812.50	2,910,812.50	3,291,625.00
02/01/26	14,395			323,887.50	323,887.50	
08/01/26	14,395	4.50	2,640	323,887.50	2,963,887.50	3,287,775.00
02/01/27	11,755			264,487.50	264,487.50	
08/01/27	11,755	4.50	2,750	264,487.50	3,014,487.50	3,278,975.00
02/01/28	9,005			202,612.50	202,612.50	
08/01/28	9,005	4.50	2,870	202,612.50	3,072,612.50	3,275,225.00
02/01/29	6,135			138,037.50	138,037.50	
08/01/29	6,135	4.50	3,000	138,037.50	3,138,037.50	3,276,075.00
02/01/30	3,135			70,537.50	70,537.50	
08/01/30	3,135	4.50	3,135	70,537.50	3,205,537.50	3,276,075.00
	Total		$41,045	$18,396,837.50	$59,441,837.50	$59,441,837.50

Note: This bond issue is an Open Market issue.

(The Accountants' Compilation Report and the summary of significant assumptions and notes are an integral part of this statement.)

FORT WAYNE (INDIANA) MUNICIPAL SEWAGE WORKS

SCHEDULE OF AMORTIZATION OF $38,100,000 PRINCIPAL AMOUNT OF OUTSTANDING SEWAGE WORKS REVENUE BONDS OF 2011, SERIES A

Principal payable Annually on August 1st, beginning August 1, 2014.
Interest payable semiannually on February 1st and August 1st.

Payment Date	Principal Balance	Interest Rate	Debt Service Principal	Debt Service Interest	Debt Service Total	Bond Year Total
	(In $1,000's)	(%)	(In $1,000's)	(----------In Dollars	----------)	
08/01/13	$38,100			$533,400.00	$533,400.00	$533,400.00
02/01/14	38,100			533,400.00	533,400.00	
08/01/14	38,100	2.80	$2,580	533,400.00	3,113,400.00	3,646,800.00
02/01/15	35,520			497,280.00	497,280.00	
08/01/15	35,520	2.80	2,605	497,280.00	3,102,280.00	3,599,560.00
02/01/16	32,915			460,810.00	460,810.00	
08/01/16	32,915	2.80	2,635	460,810.00	3,095,810.00	3,556,620.00
02/01/17	30,280			423,920.00	423,920.00	
08/01/17	30,280	2.80	2,675	423,920.00	3,098,920.00	3,522,840.00
02/01/18	27,605			386,470.00	386,470.00	
08/01/18	27,605	2.80	2,725	386,470.00	3,111,470.00	3,497,940.00
02/01/19	24,880			348,320.00	348,320.00	
08/01/19	24,880	2.80	2,790	348,320.00	3,138,320.00	3,486,640.00
02/01/20	22,090			309,260.00	309,260.00	
08/01/20	22,090	2.80	2,865	309,260.00	3,174,260.00	3,483,520.00
02/01/21	19,225			269,150.00	269,150.00	
08/01/21	19,225	2.80	2,945	269,150.00	3,214,150.00	3,483,300.00
02/01/22	16,280			227,920.00	227,920.00	
08/01/22	16,280	2.80	3,040	227,920.00	3,267,920.00	3,495,840.00
02/01/23	13,240			185,360.00	185,360.00	
08/01/23	13,240	2.80	3,140	185,360.00	3,325,360.00	3,510,720.00
02/01/24	10,100			141,400.00	141,400.00	
08/01/24	10,100	2.80	3,245	141,400.00	3,386,400.00	3,527,800.00
02/01/25	6,855			95,970.00	95,970.00	
08/01/25	6,855	2.80	3,365	95,970.00	3,460,970.00	3,556,940.00
02/01/26	3,490			48,860.00	48,860.00	
08/01/26	3,490	2.80	3,490	48,860.00	3,538,860.00	3,587,720.00
Totals			$38,100	$8,389,640.00	$46,489,640.00	$46,489,640.00

Note: This bond issue is an Open Market issue.

(The Accountants' Compilation Report and the summary of significant assumptions and notes are an integral part of this statement.)

FORT WAYNE (INDIANA) MUNICIPAL SEWAGE WORKS

SCHEDULE OF AMORTIZATION OF $32,376,000 PRINCIPAL AMOUNT OF OUTSTANDING SEWAGE WORKS REVENUE BONDS OF 2011, SERIES B

Principal payable Annually on August 1st.

Interest payable semiannually on February 1st and August 1st.

Payment Date	Principal Outstanding	Interest Rate	Debt Service Principal	Debt Service Interest	Debt Service Total	Bond Year Total
	(In $1,000's)	(%)	(In $1,000's)	(----------In Dollars	----------)	
08/01/13	$32,376	2.29	$1,379	$370,705.20	$1,749,705.20	$1,749,705.20
02/01/14	30,997			354,915.65	354,915.65	
08/01/14	30,997	2.29	1,411	354,915.65	1,765,915.65	2,120,831.30
02/01/15	29,586			338,759.70	338,759.70	
08/01/15	29,586	2.29	1,443	338,759.70	1,781,759.70	2,120,519.40
02/01/16	28,143			322,237.35	322,237.35	
08/01/16	28,143	2.29	1,476	322,237.35	1,798,237.35	2,120,474.70
02/01/17	26,667			305,337.15	305,337.15	
08/01/17	26,667	2.29	1,510	305,337.15	1,815,337.15	2,120,674.30
02/01/18	25,157			288,047.65	288,047.65	
08/01/18	25,157	2.29	1,545	288,047.65	1,833,047.65	2,121,095.30
02/01/19	23,612			270,357.40	270,357.40	
08/01/19	23,612	2.29	1,580	270,357.40	1,850,357.40	2,120,714.80
02/01/20	22,032			252,266.40	252,266.40	
08/01/20	22,032	2.29	1,616	252,266.40	1,868,266.40	2,120,532.80
02/01/21	20,416			233,763.20	233,763.20	
08/01/21	20,416	2.29	1,653	233,763.20	1,886,763.20	2,120,526.40
02/01/22	18,763			214,836.35	214,836.35	
08/01/22	18,763	2.29	1,691	214,836.35	1,905,836.35	2,120,672.70
02/01/23	17,072			195,474.40	195,474.40	
08/01/23	17,072	2.29	1,730	195,474.40	1,925,474.40	2,120,948.80
02/01/24	15,342			175,665.90	175,665.90	
08/01/24	15,342	2.29	1,769	175,665.90	1,944,665.90	2,120,331.80
02/01/25	13,573			155,410.85	155,410.85	
08/01/25	13,573	2.29	1,810	155,410.85	1,965,410.85	2,120,821.70
02/01/26	11,763			134,686.35	134,686.35	
08/01/26	11,763	2.29	1,851	134,686.35	1,985,686.35	2,120,372.70
02/01/27	9,912			113,492.40	113,492.40	
08/01/27	9,912	2.29	1,894	113,492.40	2,007,492.40	2,120,984.80
02/01/28	8,018			91,806.10	91,806.10	
08/01/28	8,018	2.29	1,937	91,806.10	2,028,806.10	2,120,612.20
02/01/29	6,081			69,627.45	69,627.45	
08/01/29	6,081	2.29	1,981	69,627.45	2,050,627.45	2,120,254.90
02/01/30	4,100			46,945.00	46,945.00	
08/01/30	4,100	2.29	2,027	46,945.00	2,073,945.00	2,120,890.00
02/01/31	2,073			23,735.85	23,735.85	
08/01/31	2,073	2.29	2,073	23,735.85	2,096,735.85	2,120,471.70
	Total		$32,376	$7,545,435.50	$39,921,435.50	$39,921,435.50

Note: This bond issue is an SRF issue.

(The Accountants' Compilation Report and the summary of significant assumptions and notes are an integral part of this statement.)

FORT WAYNE (INDIANA) MUNICIPAL SEWAGE WORKS

SCHEDULE OF AMORTIZATION OF $10,415,000 PRINCIPAL AMOUNT OF OUTSTANDING SEWAGE WORKS REVENUE BONDS OF 2012, SERIES A

Principal payable annually on August 1st, beginning August 1, 2013.

Interest payable semiannually on February 1st and August 1st, beginning February 1, 2013.

Payment Date	Principal Balance	Interest Rate	Debt Service			Bond Year Total
			Principal	Interest	Total	
	(In $1,000's)	(%)	(In $1,000's)	(----------In Dollars----------)		
08/01/13	$10,415	1.78	$453	$92,693.50	$545,693.50	$545,693.50
02/01/14	9,962			88,661.80	88,661.80	
08/01/14	9,962	1.78	445	88,661.80	533,661.80	622,323.60
02/01/15	9,517			84,701.30	84,701.30	
08/01/15	9,517	1.78	453	84,701.30	537,701.30	622,402.60
02/01/16	9,064			80,669.60	80,669.60	
08/01/16	9,064	1.78	461	80,669.60	541,669.60	622,339.20
02/01/17	8,603			76,566.70	76,566.70	
08/01/17	8,603	1.78	469	76,566.70	545,566.70	622,133.40
02/01/18	8,134			72,392.60	72,392.60	
08/01/18	8,134	1.78	478	72,392.60	550,392.60	622,785.20
02/01/19	7,656			68,138.40	68,138.40	
08/01/19	7,656	1.78	486	68,138.40	554,138.40	622,276.80
02/01/20	7,170			63,813.00	63,813.00	
08/01/20	7,170	1.78	495	63,813.00	558,813.00	622,626.00
02/01/21	6,675			59,407.50	59,407.50	
08/01/21	6,675	1.78	504	59,407.50	563,407.50	622,815.00
02/01/22	6,171			54,921.90	54,921.90	
08/01/22	6,171	1.78	513	54,921.90	567,921.90	622,843.80
02/01/23	5,658			50,356.20	50,356.20	
08/01/23	5,658	1.78	522	50,356.20	572,356.20	622,712.40
02/01/24	5,136			45,710.40	45,710.40	
08/01/24	5,136	1.78	531	45,710.40	576,710.40	622,420.80
02/01/25	4,605			40,984.50	40,984.50	
08/01/25	4,605	1.78	541	40,984.50	581,984.50	622,969.00
02/01/26	4,064			36,169.60	36,169.60	
08/01/26	4,064	1.78	550	36,169.60	586,169.60	622,339.20
02/01/27	3,514			31,274.60	31,274.60	
08/01/27	3,514	1.78	560	31,274.60	591,274.60	622,549.20
02/01/28	2,954			26,290.60	26,290.60	
08/01/28	2,954	1.78	570	26,290.60	596,290.60	622,581.20
02/01/29	2,384			21,217.60	21,217.60	
08/01/29	2,384	1.78	580	21,217.60	601,217.60	622,435.20
02/01/30	1,804			16,055.60	16,055.60	
08/01/30	1,804	1.78	591	16,055.60	607,055.60	623,111.20
02/01/31	1,213			10,795.70	10,795.70	
08/01/31	1,213	1.78	601	10,795.70	611,795.70	622,591.40
02/01/32	612			5,446.80	5,446.80	
08/01/32	612	1.78	612	5,446.80	617,446.80	622,893.60
	Totals		$10,415	$1,959,842.30	$12,374,842.30	$12,374,842.30

Note: This schedule is based on the utility drawing 100% of the $10,415,000 loan.

Note: This bond issue is an SRF issue.

(The Accountants' Compilation Report and the summary of significant assumptions and notes are an integral part of this statement.)

FORT WAYNE (INDIANA) MUNICIPAL SEWAGE WORKS

SCHEDULE OF AMORTIZATION OF $15,530,000 PRINCIPAL AMOUNT OF OUTSTANDING SEWAGE WORKS REVENUE BONDS OF 2012, SERIES B

Principal payable annually on August 1st, beginning August 1, 2014.
Interest payable semiannually on February 1st and August 1st, beginning February 1, 2013.
Bonds dated December 4, 2012.

Payment Date	Principal Balance	Interest Rate	Debt Service Principal	Debt Service Interest	Debt Service Total	Bond Year Total
	(In $1,000's)	(%)	(In $1,000's)	(----------In Dollars----------	----------)	
08/01/13	$15,530			$180,075.00	$180,075.00	$180,075.00
02/01/14	15,530			180,075.00	180,075.00	
08/01/14	15,530	2.00	$1,000	180,075.00	1,180,075.00	1,360,150.00
02/01/15	14,530			170,075.00	170,075.00	
08/01/15	14,530	2.00	1,005	170,075.00	1,175,075.00	1,345,150.00
02/01/16	13,525			160,025.00	160,025.00	
08/01/16	13,525	2.00	1,010	160,025.00	1,170,025.00	1,330,050.00
02/01/17	12,515			149,925.00	149,925.00	
08/01/17	12,515	2.00	1,020	149,925.00	1,169,925.00	1,319,850.00
02/01/18	11,495			139,725.00	139,725.00	
08/01/18	11,495	2.00	1,035	139,725.00	1,174,725.00	1,314,450.00
02/01/19	10,460			129,375.00	129,375.00	
08/01/19	10,460	2.00	1,050	129,375.00	1,179,375.00	1,308,750.00
02/01/20	9,410			118,875.00	118,875.00	
08/01/20	9,410	2.00	1,075	118,875.00	1,193,875.00	1,312,750.00
02/01/21	8,335			108,125.00	108,125.00	
08/01/21	8,335	2.00	1,100	108,125.00	1,208,125.00	1,316,250.00
02/01/22	7,235			97,125.00	97,125.00	
08/01/22	7,235	2.00	1,125	97,125.00	1,222,125.00	1,319,250.00
02/01/23	6,110			85,875.00	85,875.00	
08/01/23	6,110	2.00	1,155	85,875.00	1,240,875.00	1,326,750.00
02/01/24	4,955			74,325.00	74,325.00	
08/01/24	4,955	3.00	1,185	74,325.00	1,259,325.00	1,333,650.00
02/01/25	3,770			56,550.00	56,550.00	
08/01/25	3,770	3.00	1,220	56,550.00	1,276,550.00	1,333,100.00
02/01/26	2,550			38,250.00	38,250.00	
08/01/26	2,550	3.00	1,255	38,250.00	1,293,250.00	1,331,500.00
02/01/27	1,295			19,425.00	19,425.00	
08/01/27	1,295	3.00	1,295	19,425.00	1,314,425.00	1,333,850.00
	Totals		$15,530	$3,235,575.00	$18,765,575.00	$18,765,575.00

Note: This bond issue is an Open Market issue.

(The Accountants' Compilation Report and the summary of significant assumptions and notes are an integral part of this statement.)

FORT WAYNE (INDIANA) MUNICIPAL SEWAGE WORKS

SCHEDULE OF AMORTIZATION OF $19,675,000 PRINCIPAL AMOUNT OF OUTSTANDING SEWAGE WORKS REFUNDING REVENUE BONDS OF 2012

Principal payable annually on August 1st, beginning August 1, 2013.

Interest payable semiannually on February 1st and August 1st, beginning February 1, 2013.

Payment Date	Principal Balance	Interest Rate	Debt Service			Bond Year Total
			Principal	Interest	Total	
	(In $1,000's)	(%)	(In $1,000's)	(----------In Dollars	----------)	
08/01/13	$19,675	1.45	$1,500 (1)	$142,643.75	$1,642,643.75	$1,642,643.75
02/01/14	18,175			131,768.75	131,768.75	
08/01/14	18,175	1.45	1,905 (1)	131,768.75	2,036,768.75	2,168,537.50
02/01/15	16,270			117,957.50	117,957.50	
08/01/15	16,270	1.45	1,935 (1)	117,957.50	2,052,957.50	2,170,915.00
02/01/16	14,335			103,928.75	103,928.75	
08/01/16	14,335	1.45	1,960 (1)	103,928.75	2,063,928.75	2,167,857.50
02/01/17	12,375			89,718.75	89,718.75	
08/01/17	12,375	1.45	1,990 (1)	89,718.75	2,079,718.75	2,169,437.50
02/01/18	10,385			75,291.25	75,291.25	
08/01/18	10,385	1.45	2,020 (1)	75,291.25	2,095,291.25	2,170,582.50
02/01/19	8,365			60,646.25	60,646.25	
08/01/19	8,365	1.45	2,045 (1)	60,646.25	2,105,646.25	2,166,292.50
02/01/20	6,320			45,820.00	45,820.00	
08/01/20	6,320	1.45	2,075 (1)	45,820.00	2,120,820.00	2,166,640.00
02/01/21	4,245			30,776.25	30,776.25	
08/01/21	4,245	1.45	2,105 (1)	30,776.25	2,135,776.25	2,166,552.50
02/01/22	2,140			15,515.00	15,515.00	
08/01/22	2,140	1.45	2,140 (1)	15,515.00	2,155,515.00	2,171,030.00
Totals			$19,675	$1,485,488.75	$21,160,488.75	$21,160,488.75

(1) $19,675,000 of Term Bonds due August 1, 2022.

Note: This bond issue is an Open Market issue.

(The Accountants' Compilation Report and the summary of significant assumptions and notes are an integral part of this statement.)

FORT WAYNE (INDIANA) MUNICIPAL SEWAGE WORKS

SCHEDULE OF AMORTIZATION OF $32,955,000 PRINCIPAL AMOUNT OF SEWAGE WORKS REVENUE BONDS OF 2013, SERIES A

Principal payable annually on August 1st, beginning August 1, 2013.
Interest payable semiannually on February 1st and August 1st, beginning August 1, 2013.

Payment Date	Principal Balance	Interest Rate	Debt Service Principal	Debt Service Interest	Debt Service Total	Bond Year Total
	(In $1,000's)	(%)	(In $1,000's)	(----------In Dollars	----------)	
08/01/13	$32,955	1.95%	$600 (1)	$221,347.75	$821,347.75	$821,347.75
02/01/14	32,355			315,461.25	315,461.25	
08/01/14	32,355	1.95%	1,630 (1)	315,461.25	1,945,461.25	2,260,922.50
02/01/15	30,725			299,568.75	299,568.75	
08/01/15	30,725	1.95%	1,740 (1)	299,568.75	2,039,568.75	2,339,137.50
02/01/16	28,985			282,603.75	282,603.75	
08/01/16	28,985	1.95%	1,845 (1)	282,603.75	2,127,603.75	2,410,207.50
02/01/17	27,140			264,615.00	264,615.00	
08/01/17	27,140	1.95%	2,060 (1)	264,615.00	2,324,615.00	2,589,230.00
02/01/18	25,080			244,530.00	244,530.00	
08/01/18	25,080	1.95%	2,135 (1)	244,530.00	2,379,530.00	2,624,060.00
02/01/19	22,945			223,713.75	223,713.75	
08/01/19	22,945	1.95%	3,620 (1)	223,713.75	3,843,713.75	4,067,427.50
02/01/20	19,325			188,418.75	188,418.75	
08/01/20	19,325	1.95%	3,695 (1)	188,418.75	3,883,418.75	4,071,837.50
02/01/21	15,630			152,392.50	152,392.50	
08/01/21	15,630	1.95%	3,775 (1)	152,392.50	3,927,392.50	4,079,785.00
02/01/22	11,855			115,586.25	115,586.25	
08/01/22	11,855	1.95%	3,840 (1)	115,586.25	3,955,586.25	4,071,172.50
02/01/23	8,015			78,146.25	78,146.25	
08/01/23	8,015	1.95%	3,955 (1)	78,146.25	4,033,146.25	4,111,292.50
02/01/24	4,060			39,585.00	39,585.00	
08/01/24	4,060	1.95%	4,060 (1)	39,585.00	4,099,585.00	4,139,170.00
	Totals		$32,955	$4,630,590.25	$37,585,590.25	$37,585,590.25

(1) $32,955,000 par amount of Term Bonds due August 1, 2024.

(The Accountants' Compilation Report and the summary of significant assumptions and notes are an integral part of this statement.)

FORT WAYNE (INDIANA) MUNICIPAL SEWAGE WORKS

SCHEDULE OF AMORTIZATION OF $42,260,000 PRINCIPAL AMOUNT OF SEWAGE WORKS REVENUE BONDS OF 2013, SERIES B

Principal payable annually on August 1st, beginning August 1, 2025.

Interest payable semiannually on February 1st and August 1st, beginning August 1, 2013.

Payment Date	Principal Balance	Interest Rates	Debt Service Principal	Debt Service Interest	Debt Service Total	Bond Year Total
	(In $1,000's)	(%)	(In $1,000's)	(In Dollars)		
08/01/13	$42,260			$513,954.17	$513,954.17	$513,954.17
02/01/14	42,260			746,062.50	746,062.50	
08/01/14	42,260			746,062.50	746,062.50	1,492,125.00
02/01/15	42,260			746,062.50	746,062.50	
08/01/15	42,260			746,062.50	746,062.50	1,492,125.00
02/01/16	42,260			746,062.50	746,062.50	
08/01/16	42,260			746,062.50	746,062.50	1,492,125.00
02/01/17	42,260			746,062.50	746,062.50	
08/01/17	42,260			746,062.50	746,062.50	1,492,125.00
02/01/18	42,260			746,062.50	746,062.50	
08/01/18	42,260			746,062.50	746,062.50	1,492,125.00
02/01/19	42,260			746,062.50	746,062.50	
08/01/19	42,260			746,062.50	746,062.50	1,492,125.00
02/01/20	42,260			746,062.50	746,062.50	
08/01/20	42,260			746,062.50	746,062.50	1,492,125.00
02/01/21	42,260			746,062.50	746,062.50	
08/01/21	42,260			746,062.50	746,062.50	1,492,125.00
02/01/22	42,260			746,062.50	746,062.50	
08/01/22	42,260			746,062.50	746,062.50	1,492,125.00
02/01/23	42,260			746,062.50	746,062.50	
08/01/23	42,260			746,062.50	746,062.50	1,492,125.00
02/01/24	42,260			746,062.50	746,062.50	
08/01/24	42,260			746,062.50	746,062.50	1,492,125.00
02/01/25	42,260			746,062.50	746,062.50	
08/01/25	42,260	3.500%	$4,165	746,062.50	4,911,062.50	5,657,125.00
02/01/26	38,095			673,175.00	673,175.00	
08/01/26	38,095	3.500%	4,285	673,175.00	4,958,175.00	5,631,350.00
02/01/27	33,810			598,187.50	598,187.50	
08/01/27	33,810	3.500%	4,405	598,187.50	5,003,187.50	5,601,375.00
02/01/28	29,405			521,100.00	521,100.00	
08/01/28	29,405	3.500%	4,535	521,100.00	5,056,100.00	5,577,200.00
02/01/29	24,870			441,737.50	441,737.50	
08/01/29	24,870	3.500%	4,670	441,737.50	5,111,737.50	5,553,475.00
02/01/30	20,200			360,012.50	360,012.50	
08/01/30	20,200	3.500%	4,815 (1)	360,012.50	5,175,012.50	5,535,025.00
02/01/31	15,385			275,750.00	275,750.00	
08/01/31	15,385	3.500%	4,965 (1)	275,750.00	5,240,750.00	5,516,500.00
02/01/32	10,420			188,862.50	188,862.50	
08/01/32	10,420	3.625%	5,125 (2)	188,862.50	5,313,862.50	5,502,725.00
02/01/33	5,295			95,971.88	95,971.88	
08/01/33	5,295	3.625%	5,295 (2)	95,971.88	5,390,971.88	5,486,943.76
Totals			$42,260	$24,729,047.93	$66,989,047.93	$66,989,047.93

(1) $9,780,000 of Term Bonds due August 1, 2031

(2) $10,420,000 of Term Bonds due August 1, 2033.

(The Accountants' Compilation Report and the summary of significant assumptions and notes are an integral part of this statement.)

FORT WAYNE (INDIANA) MUNICIPAL SEWAGE WORKS

SCHEDULE OF AMORTIZATION OF $7,335,000 PRINCIPAL AMOUNT OF SEWAGE WORKS REFUNDING REVENUE BONDS OF 2013

Principal payable annually on August 1st, beginning August 1, 2013.

Interest payable semiannually on February 1st and August 1st, beginning August 1, 2013.

Payment Date	Principal Balance	Interest Rate	Debt Service			Bond Year Total
			Principal	Interest	Total	
	(In $1,000's)	(%)	(In $1,000's)	(----------In Dollars----------)		
08/01/13	$7,335	1.00%	$500	$25,265.00	$525,265.00	$525,265.00
02/01/14	6,835			34,175.00	34,175.00	
08/01/14	6,835	1.00%	1,350	34,175.00	1,384,175.00	1,418,350.00
02/01/15	5,485			27,425.00	27,425.00	
08/01/15	5,485	1.00%	1,355	27,425.00	1,382,425.00	1,409,850.00
02/01/16	4,130			20,650.00	20,650.00	
08/01/16	4,130	1.00%	1,365	20,650.00	1,385,650.00	1,406,300.00
02/01/17	2,765			13,825.00	13,825.00	
08/01/17	2,765	1.00%	1,375	13,825.00	1,388,825.00	1,402,650.00
02/01/18	1,390			6,950.00	6,950.00	
08/01/18	1,390	1.00%	1,390	6,950.00	1,396,950.00	1,403,900.00
Totals			$7,335	$231,315.00	$7,566,315.00	$7,566,315.00

(The Accountants' Compilation Report and the summary of significant assumptions and notes are an integral part of this statement.)

FORT WAYNE (INDIANA) MUNICIPAL SEWAGE WORKS

SCHEDULE OF COMBINED BOND AMORTIZATION

Payment Date	Outstanding 2005 Bonds**	Outstanding 2007 Bonds*	Outstanding 2008 Bonds**	Outstanding 2009A Bonds**	Outstanding 2009B Bonds**	Outstanding 2010 Bonds*	Outstanding 2011A Bonds*	Outstanding 2011B Bonds**
08/01/13	$2,269,462.50	$1,428,737.50	$119,710.00	$245,413.89	$1,606,712.50	$2,627,337.50	$533,400.00	$1,749,705.20
02/01/14	416,175.00	438,125.00	3,560.00	3,337.39	542,609.14	875,893.75	533,400.00	354,915.65
08/01/14	2,296,175.00	1,448,125.00	120,560.00	245,608.39	1,628,395.14	2,620,893.75	3,113,400.00	1,765,915.65
02/01/15	387,035.00	416,662.50	2,390.00	3,143.57	520,024.79	838,812.50	497,280.00	338,759.70
08/01/15	2,327,035.00	1,471,662.50	121,390.00	245,801.57	1,650,978.79	2,618,812.50	3,102,280.00	1,781,759.70
02/01/16	356,965.00	392,925.00	1,200.00	2,949.44	496,500.95	800,987.50	460,810.00	322,237.35
08/01/16	2,356,965.00	1,492,925.00	121,200.00	245,995.44	1,674,502.95	2,625,987.50	3,095,810.00	1,798,237.35
02/01/17	325,965.00	368,175.00		2,755.01	471,998.51	762,206.25	423,920.00	305,337.15
08/01/17	2,385,965.00	1,513,175.00		246,190.01	1,699,005.51	2,637,206.25	3,098,920.00	1,815,337.15
02/01/18	294,035.00	342,412.50		2,560.26	446,476.76	722,362.50	386,470.00	288,047.65
08/01/18	2,419,035.00	1,537,412.50		246,384.26	1,724,527.76	2,657,362.50	3,111,470.00	1,833,047.65
02/01/19	261,097.50	315,525.00		2,365.20	419,893.30	678,825.00	348,320.00	270,357.40
08/01/19	2,451,097.50	1,560,525.00		246,579.20	1,751,110.30	2,683,825.00	3,138,320.00	1,850,357.40
02/01/20	227,152.50	287,512.50		2,169.83	392,203.99	633,712.50	309,260.00	252,266.40
08/01/20	2,487,152.50	1,587,512.50		246,774.83	1,778,799.99	2,708,712.50	3,174,260.00	1,868,266.40
02/01/21	192,122.50	258,262.50		1,974.14	363,362.79	587,025.00	269,150.00	233,763.20
08/01/21	2,522,122.50	1,618,262.50		246,971.14	1,807,640.79	2,742,025.00	3,214,150.00	1,886,763.20
02/01/22	156,007.50	226,812.50		1,778.15	333,321.81	538,537.50	227,920.00	214,836.35
08/01/22	2,556,007.50	1,646,812.50		247,167.15	1,837,681.81	2,783,537.50	3,267,920.00	1,905,836.35
02/01/23	118,807.50	193,087.50		1,581.84	302,031.12	488,025.00	185,360.00	195,474.40
08/01/23	2,593,807.50	1,678,087.50		247,363.84	1,868,973.12	2,823,025.00	3,325,360.00	1,925,474.40
02/01/24	80,445.00	157,818.75		1,385.21	269,438.73	435,487.50	141,400.00	175,665.90
08/01/24	2,635,445.00	1,707,818.75		247,559.21	1,901,565.73	2,865,487.50	3,386,400.00	1,944,665.90
02/01/25	40,842.50	121,006.25		1,188.27	235,490.49	380,812.50	95,970.00	155,410.85
08/01/25	2,675,842.50	1,746,006.25		247,756.27	1,935,513.49	2,910,812.50	3,460,970.00	1,965,410.85
02/01/26		82,412.50		991.02	200,130.01	323,887.50	48,860.00	134,686.35
08/01/26		1,777,412.50		247,953.02	1,970,874.01	2,963,887.50	3,538,860.00	1,985,686.35
02/01/27		42,156.25		793.45	163,298.53	264,487.50		113,492.40
08/01/27		1,817,156.25		248,151.45	2,007,705.53	3,014,487.50		2,007,492.40
02/01/28				595.56	124,934.87	202,612.50		91,806.10
08/01/28				248,348.56	2,046,068.87	3,072,612.50		2,028,806.10
02/01/29				397.36	84,975.28	138,037.50		69,627.45
08/01/29				248,547.36	2,086,028.28	3,138,037.50		2,050,627.45
02/01/30				198.84	43,353.38	70,537.50		46,945.00
08/01/30				248,745.84	2,127,650.38	3,205,537.50		2,073,945.00
02/01/31								23,735.85
08/01/31								2,096,735.85
02/01/32								
08/01/32								
02/01/33								
08/01/33								
Totals	$34,832,762.50	$27,674,525.00	$490,010.00	$4,477,475.97	$38,513,779.40	$59,441,837.50	$46,489,640.00	$39,921,435.50

*Open Market bonds.
**SRF debt.

(Continued on next page)

(The Accountants' Compilation Report and the summary of significant assumptions and notes are an integral part of this statement.)

FORT WAYNE (INDIANA) MUNICIPAL SEWAGE WORKS

(Cont'd)

SCHEDULE OF COMBINED BOND AMORTIZATION

Payment Date	Outstanding 2012A Bonds**	Outstanding 2012B Bonds*	Outstanding 2012 Ref. Bonds*	Outstanding 2013A Bonds*	Outstanding 2013B Bonds*	Outstanding 2013 Ref. Bonds*	Total	Bond Year Total
08/01/13	$545,693.50	$180,075.00	$1,642,643.75	$821,347.75	$513,954.17	$525,265.00	$14,809,458.26	$14,809,458.26
02/01/14	88,661.80	180,075.00	131,768.75	315,461.25	746,062.50	34,175.00	4,664,220.23	
08/01/14	533,661.80	1,180,075.00	2,036,768.75	1,945,461.25	746,062.50	1,384,175.00	21,065,277.23	25,729,497.46 (x)
02/01/15	84,701.30	170,075.00	117,957.50	299,568.75	746,062.50	27,425.00	4,449,898.11	
08/01/15	537,701.30	1,175,075.00	2,052,957.50	2,039,568.75	746,062.50	1,382,425.00	21,253,510.11	25,703,408.22
02/01/16	80,669.60	160,025.00	103,928.75	282,603.75	746,062.50	20,650.00	4,228,514.84	
08/01/16	541,669.60	1,170,025.00	2,063,928.75	2,127,603.75	746,062.50	1,385,650.00	21,446,562.84	25,675,077.68
02/01/17	76,566.70	149,925.00	89,718.75	264,615.00	746,062.50	13,825.00	4,001,069.87	
08/01/17	545,566.70	1,169,925.00	2,079,718.75	2,324,615.00	746,062.50	1,388,825.00	21,650,511.87	25,651,581.74
02/01/18	72,392.60	139,725.00	75,291.25	244,530.00	746,062.50	6,950.00	3,767,316.02	
08/01/18	550,392.60	1,174,725.00	2,095,291.25	2,379,530.00	746,062.50	1,396,950.00	21,872,191.02	25,639,507.04
02/01/19	68,138.40	129,375.00	60,646.25	223,713.75	746,062.50		3,524,319.30	
08/01/19	554,138.40	1,179,375.00	2,105,646.25	3,843,713.75	746,062.50		22,110,750.30	25,635,069.60
02/01/20	63,813.00	118,875.00	45,820.00	188,418.75	746,062.50		3,267,266.97	
08/01/20	558,813.00	1,193,875.00	2,120,820.00	3,883,418.75	746,062.50		22,354,467.97	25,621,734.94
02/01/21	59,407.50	108,125.00	30,776.25	152,392.50	746,062.50		3,002,423.88	
08/01/21	563,407.50	1,208,125.00	2,135,776.25	3,927,392.50	746,062.50		22,618,698.88	25,621,122.76
02/01/22	54,921.90	97,125.00	15,515.00	115,586.25	746,062.50		2,728,424.46	
08/01/22	567,921.90	1,222,125.00	2,155,515.00	3,955,586.25	746,062.50		22,892,173.46	25,620,597.92
02/01/23	50,356.20	85,875.00		78,146.25	746,062.50		2,444,807.31	
08/01/23	572,356.20	1,240,875.00		4,033,146.25	746,062.50		21,054,531.31	23,499,338.62
02/01/24	45,710.40	74,325.00		39,585.00	746,062.50		2,167,323.99	
08/01/24	576,710.40	1,259,325.00		4,099,585.00	746,062.50		21,370,624.99	23,537,948.98
02/01/25	40,984.50	56,550.00			746,062.50		1,874,317.86	
08/01/25	581,984.50	1,276,550.00			4,911,062.50		21,711,908.86	23,586,226.72
02/01/26	36,169.60	38,250.00			673,175.00		1,538,561.98	
08/01/26	586,169.60	1,293,250.00			4,958,175.00		19,322,267.98	20,860,829.96
02/01/27	31,274.60	19,425.00			598,187.50		1,233,115.23	
08/01/27	591,274.60	1,314,425.00			5,003,187.50		16,003,880.23	17,236,995.46
02/01/28	26,290.60				521,100.00		967,339.63	
08/01/28	596,290.60				5,056,100.00		13,048,226.63	14,015,566.26
02/01/29	21,217.60				441,737.50		755,992.69	
08/01/29	601,217.60				5,111,737.50		13,236,195.69	13,992,188.38
02/01/30	16,055.60				360,012.50		537,102.82	
08/01/30	607,055.60				5,175,012.50		13,437,946.82	13,975,049.64
02/01/31	10,795.70				275,750.00		310,281.55	
08/01/31	611,795.70				5,240,750.00		7,949,281.55	8,259,563.10
02/01/32	5,446.80				188,862.50		194,309.30	
08/01/32	617,446.80				5,313,862.50		5,931,309.30	6,125,618.60
02/01/33					95,971.88		95,971.88	
08/01/33					5,390,971.88		5,390,971.88	5,486,943.76
Totals	$12,374,842.30	$18,765,575.00	$21,160,488.75	$37,585,590.25	$66,989,047.93	$7,566,315.00	$416,283,325.10	$416,283,325.10

*Open Market bonds.
**SRF debt.

Average annual combined debt service (8/1/2017 - 8/1/2022) $25,631,602.33

(x) Maximum annual combined debt service.

(The Accountants' Compilation Report and the summary of significant assumptions and notes are an integral part of this statement.)

FORT WAYNE (INDIANA) MUNICIPAL SEWAGE WORKS

ALLOCATION OF DEBT SERVICE TO PURPOSE

Debt	Outstanding Principal	Weighted %	Allocation of Bond Purpose: Plant	Collection System	Billing
2005 Bonds	$28,675,000	7.20%	95.00%	5.00%	0.00%
2007 Bonds	19,930,000	5.00%	30.00%	70.00%	0.00%
2008 Bonds	N/A	N/A	*Paid directly by Zanesville*		
2009 A Bonds	4,413,616	1.11%	0.00%	100.00%	0.00%
2009B Bonds	27,129,399	6.81%	62.00%	38.00%	0.00%
2010 Bonds	41,045,000	10.30%	38.00%	62.00%	0.00%
2011A Bonds	38,100,000	9.56%	16.00%	84.00%	0.00%
2011B Bonds	32,376,000	8.13%	92.00%	8.00%	0.00%
2012A Bonds	10,415,000	2.61%	29.00%	71.00%	0.00%
2012B Bonds	15,530,000	3.90%	50.00%	47.00%	3.00%
2012 Ref. Bonds	19,675,000	4.94%	69.51%	30.49%	0.00%
2013A Bonds	32,955,000	8.27%	66.00%	34.00%	0.00%
2013B Bonds	42,260,000	10.61%	66.00%	34.00%	0.00%
2013 Ref. Bonds	7,335,000	1.84%	0.00%	68.61%	31.39%
Proposed 2015 bond (page 20)	78,500,000	19.71%	16.00%	84.00% (1)	0.00%
Totals	$398,339,015	99.99%			
			47.24%	52.06%	0.70%

(1) The future 2015, 2017 and 2019 bond issues will be allocated to contract customers in a manner where contract customers share in all plant and billing improvement costs and only the portion of the collection system improvements considered common to all. Per Utility Management the breakdown is as follows:

	Collection System - Common to All	Collection System - Retail Only
Proposed 2015 Bond	30.00%	54.00%
Proposed 2017 Bond	32.10%	61.90%
Proposed 2019 Bond	26.50%	62.50%

(The Accountants' Compilation Report and the summary of significant assumptions and notes are an integral part of this statement.)

TO: Victoria Edwards - Board of Public Works

FROM: Darlene Backs – City Utilities Financial Services

DATE: July 2, 2014

RE: 2011 Water State Revolving Fund Loan - B Disbursement

Please include the following **2011 Water SRF - B disbursement** with the City Utilities vendor payments.

City Utilities Engineering is requesting the Board of Public Works to approve the following payment in the amount of **$4,363.00.** This payment will be made with the 2011 Waterworks B State Revolving Fund Loan Program. This expense is for the UV Disinfection Post Construction Services.

Draw 180	Donohue & Associates	$4,363.00

Robert P. Kennedy, Chairman

Kumar Menon, Member

Mike Avila, Member

July 9, 2014
Date

TO: Victoria Edwards - Board of Public Works

FROM: Darlene Backs – City Utilities Financial Services

DATE: July 2, 2014

RE: 2012 Sewer State Revolving Fund Loan A Disbursements

Please include the following **2012 Sewer SRF disbursements** with the City Utilities vendor payments.

City Utilities Engineering is requesting the Board of Public Works to approve the following payments in the amount of **$318,761.00.** These payments will be made with the 2012 Sewage Works State Revolving Fund Loan Program. These expenses are for the LTCP Program Management assistance and the Treatment Capacity Improvements design project.

Draw 185	CH2M Hill Engineers	$16,858.00
Draw 186	Donohue & Associates	20,305.00
	Total Payments	**$37,163.00**

Robert P. Kennedy, Chairman

Kumar Menon, Member

Mike Avila, Member

July 9, 2014
Date

IMPROVEMENT RESOLUTION NO. 12477

4729 HARTFORD DRIVE CONCRETE STREET REPAIRS
WORK ORDER NO. 12477

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA.

That it is deemed necessary to improve: 4729 Hartford Drive with spot reconstruction of the concrete pavement with underdrain and restoration.

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 16th day of July, 2014.

BOARD OF PUBLIC WORKS

Robert Kennedy, Chairman

Mike Avila, Member

Kumar Menon, Member

ATTEST: Victoria Edwards
Victoria Edwards, Clerk

BID

CONTRACTOR:

proj: 4729 Hartford Drive Concrete Street Repair

RES. NO.: 12477
W.O. NO.: 12477

TOTAL BID AMT: _____

Note: Contractor will be paid on measured quantities only at unit price bid. Any form of correction within the area of unit prices, extensions, or total on this bid must be initialed by the bidder and will be noted at the time of opening.

required completion date: September 26,2014

Bid Date:

_____

Contractors Signature

ITEM NO.	ITEM	PLAN QUANTITY	UNIT	UNIT PRICE ($)	AMOUNT ($)
1	Removal of Pavement	160	SY		
2	Cement Concrete Pavement, Plain, 7" Class A	160	SY		
3	Type "O" Compacted Aggregate for Base No. 53	40	TN		
4	Underdrain 6" Perferated Plastic, Group K Pipe (including #8 Aggregate Backfill)	100	LF		
5	Adjust Casting to Grade	2	EA		
6	Top Soil	15	TN		
7	Hydroseeding with Hydrostick or Equivalent for Erosion Control	60	SY		
8	Construction Signs	2	EA		
9	Standard Baricade Type III	2	EA		
10	Mobilization and Demobilization	1	LS		
11	Maintenance of Traffic	1	LS		
12	Work Allowance	1	LS	$500.00	

ESTIMATE OF QUANTITIES

RES. NO.: 12477
W.O. NO.: 12477

proj: 4729 Hartford Drive Concrete Street Repair

Bid Estimate: $15,210.00
estimated e&i:
Total estimate: $15,210.00

Date:

ITEM NO.	ITEM	PLAN QTY	UNIT	UNIT PRICE ($)	AMOUNT ($)
1	Removal of Pavement	160	SY	$15.00	$2,400.00
2	Cement Concrete Pavement, Plain, 7" Class A	160	SY	$30.00	$4,800.00
3	Type "O" Compacted Aggregate for Base No. 53	40	TN	$20.00	$800.00
4	Underdrain 6" Perferated Plastic, Group K Pipe (including #8 Aggregate Backfill)	100	LF	$10.00	$1,000.00
5	Adjust Casting to Grade	2	EA	$150.00	$300.00
6	Top Soil	15	TN	$20.00	$300.00
7	Hydroseeding with Hydrostick or Equivalent for Erosion Control	60	SY	$3.50	$210.00
8	Construction Signs	2	EA	$100.00	$200.00
9	Standard Baricade Type III	2	EA	$100.00	$200.00
10	Mobilization and Demobilization	1	LS	$2,500.00	$2,500.00
11	Maintenance of Traffic	1	LS	$2,000.00	$2,000.00
12	Work Allowance	1	LS	$500.00	$500.00

HESSEN CASSEL LIFT STATION IMPROVEMENTS

RESOLUTION NO. 75970

RESOLUTION BY THE BOARD OF PUBLIC WORKS of the City of Fort Wayne, Indiana that:

Replacement of existing pumps, valves, and controls and installation of a new bypass pumping tee at Hessen Cassel Lift Station

Said improvements with all their appurtenances shall be constructed in accordance with the plans and specifications titled, Hessen Cassel Lift Station Improvements.

Declares the cost of the said improvements shall be paid by the funds from the Fort Wayne Sewer Utility Revenue.

Declares the project is necessary for the protection of public health and welfare of the inhabitants of the area and the safeguarding of property within the area.

Declares that this project is of public utility benefit.

States there are no cost associated with the purchase of any land associate with this project.

Declares the engineer's estimate of the project's total cost is $140,000.00.

APPROVED THIS 16th DAY OF July, 2014.

BOARD OF PUBLIC WORKS

BY: _____
Robert P. Kennedy, Chairman

BY: Mike Avila
Mike Avila, Member

BY: _____
Kumar Menon, Member

ATTEST: Victoria Edwards
Victoria Edwards, Clerk

2014 OPEN CUT – PKG 1
WO# 75983

RESOLUTION BY THE BOARD OF PUBLIC WORKS of the City of Fort Wayne, Indiana that:

The Contractor shall furnish all labor, materials, supplies, and equipment required to perform the following:

> *The open cut excavation for the repair and replacement of approximately 400 feet of collapsed sewers located throughout the city as described by project drawings and specifications.*

Said improvements, with all their appurtenances, shall be constructed in accordance with the drawings and specifications titled, **2014 Open Cut – Pkg 1**.

Declares the cost of the said improvements shall be paid by the funds from the Fort Wayne Utilities 2011 Sewer Revenue Bond.

Declares the project is necessary for the protection of public health and welfare of the inhabitants of the area and the safeguarding of property within the area.

Declares that this project is of public utility benefit.

States that no additional costs will be associated with the purchase of any land associate with this project.

Declares the estimate of the project's total cost of **$246,812.00**

APPROVED THIS 16th **DAY OF** July**, 2014.**

BOARD OF PUBLIC WORKS

BY: _____
Robert P. Kennedy, Chairman

BY: _____
Kumar Menon, Member

BY: _____
Mike Avila, Member

ATTEST: _____
Victoria Edwards, Clerk

IMPROVEMENT RESOLUTION NO. 12480

COVINGTON ROAD BANK STABILIZATION
EMERGENCY PROJECT
WORK ORDER NO. 12480

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA.

That it is deemed necessary to improve: Provide bank stabilization along the south bank of the ND#2 of Aboite Creek between Homestead Road and Scott Road for approximately 170 feet. The work will include mobilization, traffic control with flaggers, clearing of trees and undergrowth to clay soil, contouring of ditch side, installation of geotextile fabric from road edge to north side of creek bottom followed by 12-18" rip-rap for bank armoring, covered by 6-8" rip-rap from road edge to the north side of creek bottom – then covered with grout layer of either concrete or shot-crete to secure all rip-rap in place and minimize vegetative growth. Work shall begin within 2 weeks of the authorization to proceed.

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 23rd day of July, 2014.

BOARD OF PUBLIC WORKS

Robert Kennedy, Chairman

Mike Avila, Member

Kumar Menon, Member

ATTEST: Victoria Edwards
Victoria Edwards, Clerk

EMERGENCY RESOLUTION NUMBER 101-7-30-14-1
LIMA ROAD SANITARY SEWER EMERGENCY REPAIR

WHEREAS, an existing 12" RCP sanitary sewer has the bottom of the pipe missing at Lima Road, just north of North Clinton and;

WHEREAS, said deterioration could not reasonably be foreseen and requires immediate action, and;

WHEREAS, repair of the 12" RCP sanitary sewers are beyond the capability of the Water Pollution Control Maintenance Department to perform, and;

WHEREAS, Bercot, T&E, and API, were invited to submit quotes on the repair, and;

WHEREAS, the cost of said repairs could exceed Twenty Five Thousand Dollars and Zero Cents, ($25,000.00).

NOW, THEREFORE, the Board of Public Works hereby declares an emergency exists for said sewer repairs and orders the Purchasing Department to issue and **EMERGENCY PURCHASE ORDER TO THE CONTRACTOR CHOSEN FOR SAID REPAIRS.**

APPROVED this 30th day of July, 2014.

BOARD OF PUBLIC WORKS

By_____
Robert P. Kennedy, Chair

By_____
Mike Avila, Member

By_____
Kumar Menon, Member

ATTEST: Victoria Edwards
Victoria Edwards, Clerk

Redwood Ave. Drainage Improvements
Resolution # 75996

RESOLUTION BY THE BOARD OF PUBLIC WORKS of the City of Fort Wayne, Indiana that:

This project consists of completing stormwater improvements by using green infrastructure to slow down and infiltrate stormwater runoff. This project will install a permeable pavement system within the right of way along Redwood Avenue just north of the intersection of Redwood Avenue and Schele Avenue

Said improvements with all their appurtenances shall be constructed in accordance with the plans and specifications titled, **Redwood Ave. Drainage Improvements**

Declares the cost of the said improvements shall be paid by the funds from the Fort Wayne Sewer Utility (Revenue).

Declares the project is necessary for the protection of public health and welfare of the in habitants of the area and the safeguarding of property within the area.

Declares that this project is of public utility benefit.

Declares the engineer's estimate of the project's total cost is $40,615.00.

APPROVED THIS 30th DAY OF July, 2014.

BOARD OF PUBLIC WORKS

BY: _____
Robert P. Kennedy, Chairman

BY: Mike Avila
Mike Avila, Member

BY: _____
Kumar Menon, Member

ATTEST: Victoria Edwards
Victoria Edwards, Clerk

MAPLECREST ROAD LAKE TO STATE WATER MAIN PROJECT
RESOLUTION NO. 66091

RESOLUTION BY THE BOARD OF PUBLIC WORKS of the City of Fort Wayne, Indiana that:

Includes the installation of approximately 5000 Lineal feet of 16 inch water main, valves, hydrants, and other appurtenances.

Said improvements with all their appurtenances shall be constructed in accordance with the plans and specifications titled, "Maplecrest Road Improvements"

Declares the cost of the said improvements shall be paid by the Fort Wayne Water Utility.

Declares the project is necessary for the protection of public health and welfare of the in habitants of the area and the safeguarding of property within the area.

Declares that this project is of public utility benefit.

States there are no cost associated with the purchase of any land associate with this project.

Whereas Brooks Construction Company, Inc submitted and was low bid for water main work for the indot project

Whereas city utilities will reimburse the city transportation department at a value of $558,450.50 for funds paid directly to Indot for both participating and non-participating water main components.

Whereas city utilities will reimburse the city transportation department at a value of $36,050.00 for inspection services for the project.

APPROVED THIS 30th DAY OF July, 2014.

BOARD OF PUBLIC WORKS

BY: _____
Robert P. Kennedy, Chair

BY: _____
Kumar Menon, Member

BY: Mike Avila
Mike Avila, Member

ATTEST: Victoria Edwards
Victoria Edwards, Clerk

WEST AND SOUTHWEST PRESSURE ZONE IMPROVEMENTS PROJECT
RESOLUTION NO. 66262

RESOLUTION BY THE BOARD OF PUBLIC WORKS of the City of Fort Wayne, Indiana that:

New process piping, pumps, valves and other associated appurtenances for the upgrade of the Southwest Pump Station (2 new pumps) and the West Side Pump Station (1 new pump) as well as the installation of a pump station at the Lafayette Elevated Storage Tank.

Said improvements with all their appurtenances shall be constructed in accordance with the plans and specifications titled, West and Southwest Pressure Zone Improvements Project, and the associated procurements.

Declares the cost of the said improvements shall be paid by the Fort Wayne Water Utility (Bond).

Declares the project is necessary for the protection of public health and welfare of the in habitants of the area and the safeguarding of property within the area.

Declares that this project is of public utility benefit.

States there are no cost associated with the purchase of any land associate with this project.

Declares the engineer's estimate of the project's total cost is $2,500,000.

APPROVED THIS 30th DAY OF July, 2014.

BOARD OF PUBLIC WORKS

BY: _____
Robert P. Kennedy, Chair

BY: _____
Kumar Menon, Member

BY: Mike Avila
Mike Avila, Member

ATTEST: Victoria Edwards
Victoria Edwards, Clerk

EMERGENCY RESOLUTION NUMBER 101-8-6-14-1
LIMA ROAD SANITARY SEWER EMERGENCY REPAIR

WHEREAS, an existing 12" RCP sanitary sewer has the bottom of the pipe missing at Lima Road, just north of North Clinton and;

WHEREAS, said deterioration could not reasonably be foreseen and requires immediate action, and;

WHEREAS, repair of the 12" RCP sanitary sewers are beyond the capability of the Water Pollution Control Maintenance Department to perform, and;

WHEREAS, E&B Paving was invited to submit quotes on the repair, since this repair is on their INDOT project site, and;

WHEREAS, the cost of said repairs could exceed Twenty Five Thousand Dollars and Zero Cents, ($25,000.00).

NOW, THEREFORE, the Board of Public Works hereby declares an emergency exists for said sewer repairs and orders the Purchasing Department to issue and **EMERGENCY PURCHASE ORDER TO THE CONTRACTOR CHOSEN FOR SAID REPAIRS.**

APPROVED this 6th day of August ,2014.

BOARD OF PUBLIC WORKS

By _____
Robert P. Kennedy, Chair

By Mike Avila
Mike Avila, Member

By _____
Kumar Menon, Member

ATTEST: Victoria Edwards
Victoria Edwards, Clerk

2014 Filter Renovation
RESOLUTION NO. 66374

RESOLUTION BY THE BOARD OF PUBLIC WORKS of the City of Fort Wayne, Indiana that:

Includes the renovation of Filter #4, #20, and #24 at the water filtration plant.

Said improvements shall be constructed in accordance with the plans and specifications titled, "2014 Filter Renovation"

Declares the cost of the said improvements shall be paid by the funds from the Fort Wayne Water Utility (Revenue).

Declares the project is necessary for the protection of public health and welfare of the inhabitants of the area and the safeguarding of property within the area.

Declares that this project is of public utility benefit.

States there is no cost associated with the purchase of any land associated with this project.

Declares the engineer's estimate of the project's total cost is $93,000.00.

APPROVED THIS 6th DAY OF August, 2014.

BOARD OF PUBLIC WORKS

BY: _____
Robert P. Kennedy, Chairman

BY: Mike Avila
Mike Avila, Member

BY: _____
Kumar Menon, Member

ATTEST: Victoria Edwards
Victoria Edwards, Clerk

2014 Filter Topping
RESOLUTION NO. 66375

RESOLUTION BY THE BOARD OF PUBLIC WORKS of the City of Fort Wayne, Indiana that:

Includes the removal and replacement of approximately 12-inches of filter media of several filters at the water filtration plant.

Said improvements shall be constructed in accordance with the plans and specifications titled, "2014 Filter Topping"

Declares the cost of the said improvements shall be paid by the funds from the Fort Wayne Water Utility (Revenue).

Declares the project is necessary for the protection of public health and welfare of the inhabitants of the area and the safeguarding of property within the area.

Declares that this project is of public utility benefit.

States there is no cost associated with the purchase of any land associated with this project.

Declares the engineer's estimate of the project's total cost is $56,000.00.

APPROVED THIS 6th DAY OF August, 2014.

BOARD OF PUBLIC WORKS

BY: _____
Robert P. Kennedy, Chairman

BY: Mike Avila
Mike Avila, Member

BY: _____
Kumar Menon, Member

ATTEST: Victoria Edwards
Victoria Edwards, Clerk

WATER POLLUTION CONTROL PLANT
Administration Building Improvements
RESOLUTION NO. 75745

RESOLUTION BY THE BOARD OF PUBLIC WORKS of the City of Fort Wayne, Indiana that:

Orders the construction of mechanical, electrical and building improvements to the Administration Building at the Water Pollution Control Plant.

Said improvements with all their appurtenances shall be constructed in accordance with the plans and specifications titled, "WATER POLLUTION CONTROL PLANT ADMINISTRATION BUILDING IMPROVEMENT" prepared by Design Collaborative for the City of Fort Wayne.

Declares the cost of the said improvements shall be paid by the funds from the Fort Wayne Sewer Utility (Revenue).

Declares the project is necessary for the protection of public health and welfare of the in habitants of the area and the safeguarding of property within the area.

Declares that this project is of public utility benefit.

States there are no cost associated with the purchase of any land associate with this project.

Declares the engineer's estimate of the project's total cost is $298,000.

APPROVED THIS 10th DAY OF August, 2014.

BOARD OF PUBLIC WORKS

BY: _____
Robert P. Kennedy, Chairman

BY: _____
Kumar Menon, Member

BY: _____
Mike Avila, Member

ATTEST: _____
Victoria Edwards, Clerk

TO: Victoria Edwards - Board of Public Works

FROM: Darlene Backs – City Utilities Financial Services

DATE: August 1, 2014

RE: 2011 Water State Revolving Fund Loan - B Disbursement

Please include the following **2011 Water SRF - B disbursement** with the City Utilities vendor payments.

City Utilities Engineering is requesting the Board of Public Works to approve the following payment in the amount of **$6,000.00.** This payment will be made with the 2011 Waterworks B State Revolving Fund Loan Program. This expense is for the Northwest Pressure Zone Pump Station 1 & 2 improvements.

Draw 181	Mason Engineering & Construction	$6,000.00

Robert P. Kennedy, Chairman

Kumar Menon, Member

Mike Avila, Member

August 6, 2014
Date

TO: Victoria Edwards - Board of Public Works

FROM: Darlene Backs – City Utilities Financial Services

DATE: August 1, 2014

RE: 2012 Sewer State Revolving Fund Loan A Disbursements

Please include the following **2012 Sewer SRF disbursements** with the City Utilities vendor payments.

City Utilities Engineering is requesting the Board of Public Works to approve the following payments in the amount of **$45,008.00.** These payments will be made with the 2012 Sewage Works State Revolving Fund Loan Program. These expenses are for the Treatment Capacity Improvements design project, the Lexington & Oakdale Storm Sewer project and the Long Term Control Plan Program Management assistance.

Draw 187	All Star Construction & Lake City Bank	$ 5,000.00
Draw 188	D L Z	90.00
Draw 189	Donohue & Associates	20,924.00
Draw 190	CH2M Hill Engineers	18,994.00
	Total Payments	**$45,008.00**

Robert P. Kennedy, Chairman

Kumar Menon, Member

Mike Avila

Mike Avila, Member

August 6, 2014

Date

Pontiac Rain Garden Renovation Construction
RESOLUTION NO. 75997

RESOLUTION BY THE BOARD OF PUBLIC WORKS of the City of Fort Wayne, Indiana that:

The CONTRACTOR shall furnish all labor, materials, supplies and equipment required to perform the following:

Install a rain garden near the intersection of Pontiac and Wayne Trace to capture stormwater runoff. The rain garden improvement will consist of installing approximately 450 native plants of various types. A rip rap will surround the garden and minor site grading will be required.

Said improvements with all their appurtenances shall be constructed in accordance with the plans and specifications titled, **Pontiac Rain Garden Renovation Construction.**

Declares the cost of the said improvements shall be paid by the Fort Wayne Sewer Utility.

Declares the project is necessary for the protection of public health and welfare of the in habitants of the area and the safeguarding of property within the area.

Declares that this project is of public utility benefit.

States there are no cost associated with the purchase of any land associate with this project.

Declares the engineer's estimate of the project's total cost is $47,475.00.

APPROVED THIS 13th DAY OF August, 2014.

Board of Public Works

BY: _____
Robert P. Kennedy, Chair

BY: Mike Avila
Mike Avila, Member

BY: _____
Kumar Menon, Member

ATTEST: Victoria Edwards
Victoria Edwards, Clerk

TO: Victoria Edwards - Board of Public Works

FROM: Darlene Backs – City Utilities Financial Services

DATE: August 6, 2014

RE: 2014 Sewer State Revolving Fund Loan "A" Disbursements

Please include the following **2014 Sewer SRF – A disbursements** with the City Utilities vendor payments.

City Utilities Engineering is requesting the Board of Public Works to approve the following payments in the amount of **$80,329.00.** These payments will be made with the 2014 Sewage Works – A State Revolving Fund Loan Program. These expenses are for issuance costs.

Draw 1	Ice Miller LLP	$ 30,329.00
Draw 2	H J Umbaugh & Assoc.	50,000.00
	Total Payments	**$ 80,329.00**

Robert P. Kennedy, Chairman

Kumar Menon, Member

Mike Avila, Member

August 13, 2014
Date

A RESOLUTION OF THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA, APPROPRIATING AND CONDEMNING REAL PROPERTY FOR USE BY THE CITY OF FORT WAYNE, INDIANA, AND ASSESSING BENEFITS TO PROPERTY OWNERS FOR THE CONSTRUCTION OF THE TAYLOR-HALE SEWER SEPARATION PROJECT, PHASE ONE

RESOLUTION NUMBER 101-8-20-14-1

WHEREAS, the Board of Public Works ("Board") of the City of Fort Wayne, Indiana ("City"), finds it necessary to separate the sanitary and storm drainage systems to properly protect the public health and welfare in the Westfield Neighborhood; and

WHEREAS, the Board finds it necessary to acquire interests in land to further such improvement; and

WHEREAS, the Board has prepared maps, plans, specifications and drawings with full details and descriptions for the proposed work, which is entitled the Taylor-Hale Sewer Separation Project, Phase One ("Project"); and

WHEREAS, the Board has prepared a description of all property rights necessary to be acquired in connection with the proposed work and the manner in which the rights are to be acquired along with a description of any other property that may be injuriously affected together with the estimated cost thereof; and

WHEREAS, in order to continue the Project, it is necessary to condemn and appropriate certain right-of-way interests in real property in the City of Fort Wayne, Indiana, and IC 32-24-2 provides a mechanism pursuant to which the Board may proceed with such Project and appropriation; and

WHEREAS, the Board has identified one (1) property owner and two (2) right-of-way interests to be acquired in furtherance of the Project; and

WHEREAS, the Board has named the property owner and the respective interests in the property sought to be taken hereby, which is attached hereto as Exhibit A; and

WHEREAS, IC 32-24-2 requires the Board to adopt this resolution and set an administrative hearing upon the resolution, publishing notice of said hearing in accordance with IC 5-3-1 and mailing a notice to each property owner. In such notices, the Board shall state that it shall hear all persons interested in the proceedings and all persons filing written remonstrance with regard to the resolution. After such time the Board shall, pursuant to IC 32-24-2, take action to confirm, modify or reject the resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA, AS FOLLOWS:

1. That the Board hereby declares the Project is necessary for the protection of the public health and welfare of the inhabitants of the City of Fort Wayne, Indiana, and the safeguarding of property within the Project area.

2. That the Board hereby declares that the Project is of public utility and benefit.

3. That the Board hereby declares that it is necessary to condemn and appropriate the right-of-way interests in real property described on Exhibit "A" attached hereto in order to complete the Project and hereby appropriates such interests.

4. That the Board declares that the maximum proposed cost of the interests to be acquired is $595.00.

5. That the Board sets Wednesday, September 10, 2014, at 10:00 A.M. as the date, time and place at which the Board shall hear all persons interested in the proceedings and all person filing written remonstrance with regard to the resolution.

6. That at the hearing set herein for remonstrance, the Board shall hear all persons interested in the proceedings and hear all persons filing written remonstrance and shall then take final action to confirm, modify or reject this resolution.

7. That the Clerk of the Board shall and hereby is directed and authorized to publish notice of the hearing in accordance with IC 5-3-1 and mail notice of said hearing on remonstrance to those persons listed on Exhibit "A" attached hereto.

This resolution shall be in full force and effect from and after its adoption by the Board of Public Works of the City of Fort Wayne, Indiana.

APPROVED this 20th day of August, 2014.

BOARD OF PUBLIC WORKS

By: _____
Robert P. Kennedy, Chair

By: _____
Kumar Menon, Member

By: _____
Mike Avila, Member

Attest: _____
Victoria Edwards, Clerk

Prepared by: DeWayne J. Nodine, City of Fort Wayne, Program Manager, Capital Project Services

ACKNOWLEDGEMENT

STATE OF INDIANA)
) **SS**
COUNTY OF ALLEN)

Before me, a Notary Public, in and for said County and State personally appeared Robert P. Kennedy, Kumar Menon, and Mike Avila, as Members of the Board of Public Works of the City of Fort Wayne, and Victoria Edwards, Clerk of the Board of Works, and acknowledged the execution of the foregoing contract as and for their voluntary act and deed for the uses and purposes therein contained.

WITNESS my hand and notarial seal this 20th day of August, 2014.

Lindsay K Haggerty
Notary Public

My Commission Expires:

12/02/2020

Resident of Allen County

Lindsay K. Haggerty
Printed Name of Notary

Lindsay K Haggerty
Notary Public Seal State of Indiana
Allen County
My Commission Expires 12/02/2020

EXHIBIT "A"
Page 1 of 1

PROPERTY OWNER AND ADDRESS – Easement #1 of 1

Helen F. Martin-Carter Revocable Trust
Roxann Nieno, Trustee of the Helen F. Martin-Carter Revocable Trust
2609 Broadway
Fort Wayne, IN 46807

LEGAL DESCRIPTION OF AFFECTED PROPERTY (per Document No. 206039931)

A part of Lot Number 18 in Brackenridge Third Addition to the City of Fort Wayne, Indiana, described as follows: Beginning at a point in the South line of Hale Avenue, three hundred forty-three (343) feet Northeast from the point of intersection of the south line of Hale Avenue and the east line of Juliette Street, said point being one hundred fifty-four and fife tenths (154.5) feet Northeast from the northeast corner of Lot No. 5 of Anna Dolan's Subdivision; thence South two hundred fifty-eight and three tenths (258.3) feet to a point in the south line of Lot No. 18 of Brackenridge's 3rd Subdivision aforesaid three hundred thirty-four (334) feet East of the east line of Juliette Street aforesaid, said point being one hundred fifty-two (152) feet East of the southeast corner of Lot No. 5 of said Anna Dolan's Subdivision; thence East thirty-two (32) feet to the west bank of the St. Mary's River; thence North along the west bank of said river to a point in the south line of Hale Avenue; thence Southwesterly along the south line of Hale Avenue fifty (50) feet to the place of beginning.

APPROXIMATE SIZE OF PERMANENT EASEMENT

2,609 square feet – see Exhibit "B" page 1 of 1 for aerial photograph, and Exhibit "C" page 1 of 3 for drawing prepared by Apex Consulting & Surveying.

LEGAL DESCRIPTION OF PERMANENT EASEMENT

See Exhibit "C" page 2 of 3 prepared by Apex Consulting & Surveying.

APPROXIMATE SIZE OF TEMPORARY EASEMENT

677 square feet – see Exhibit "C" page 1 of 3 for drawing.

LEGAL DESCRIPTION OF TEMPORARY EASEMENT

See Exhibit "C" page 3 of 3 prepared by Apex Consulting & Surveying.

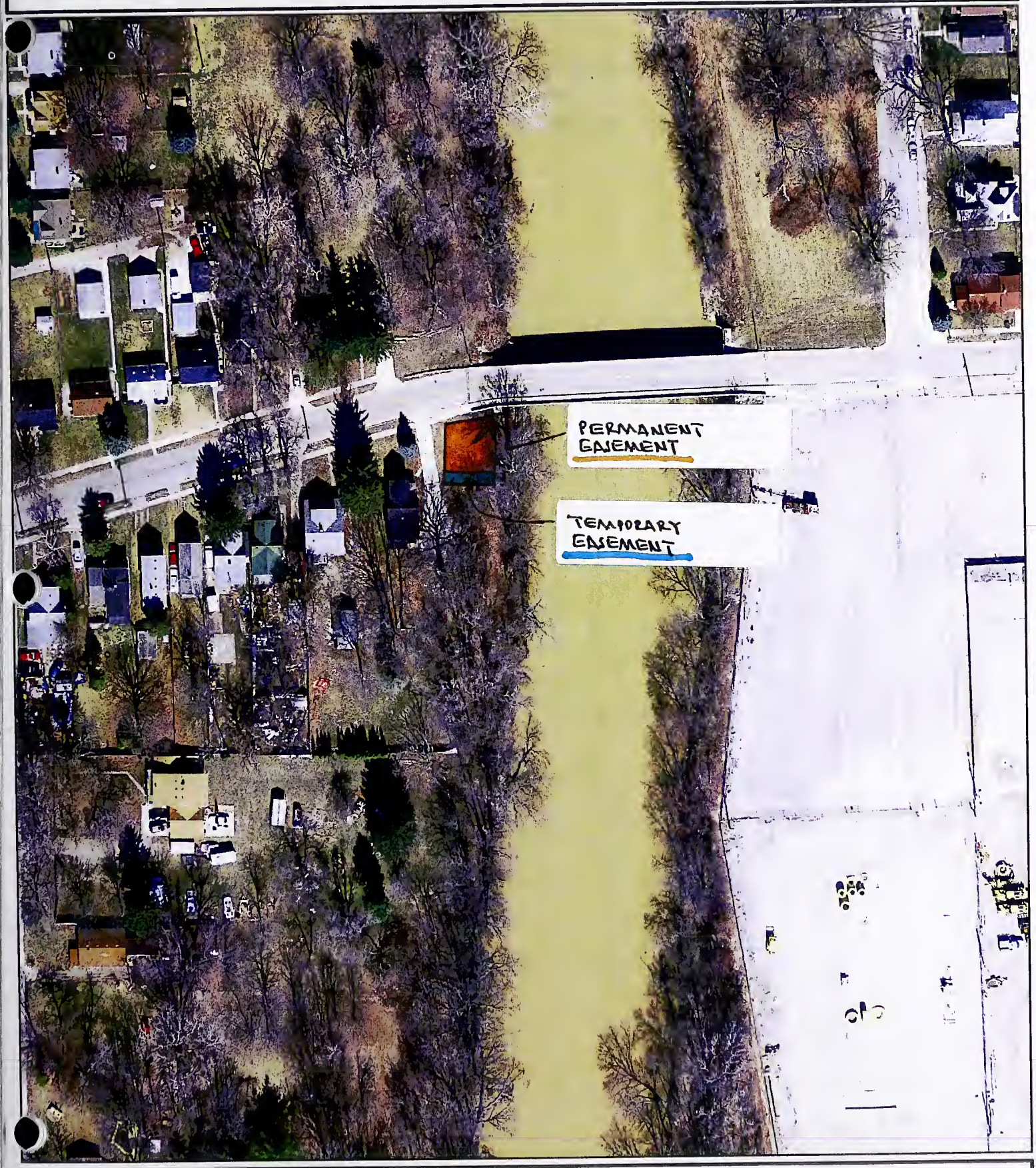
APPRAISALS

See Exhibit "D" page 1 of 3 for calculations to convert the average of the two appraisals from the entire property to the easements.

See Exhibit "D" page 2 of 3 for appraised value by Larry McChessney, Licensed Appraiser.

See Exhibit "D" page 3 of 3 for appraised value by Kent Wierks, Licensed Appraiser.

iMap Easement Needed--The Helen F. Martin-Carter Rev. Trust



North American Datum 1983
State Plane Coordinate System, Indiana East

N

Date: 8/18/2014 1" = 100'

EASEMENT PLAT

Prepared for the City of Fort Wayne

921 Borr Street, Suit. 200
Fort Wayne, IN 46802
Phone: (260) 755-5993
Fax: (888) 808-4177

APEX Consulting & Surveying

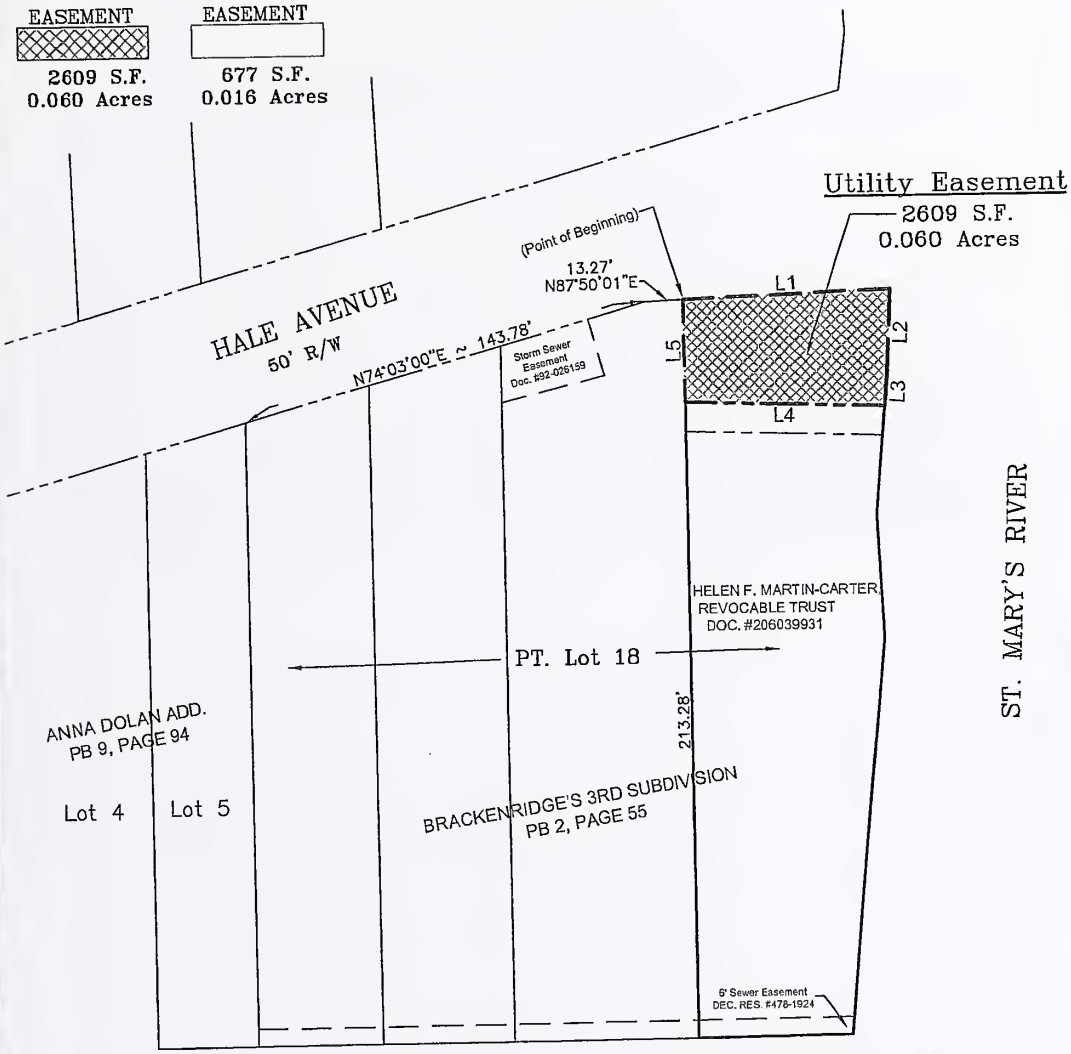
Christopher W. McCrea, PLS No. LS20300062
Nana A. Opoku, PLS No. LS21200012

WAYNE TOWNSHIP

Parcel #02-12-10-405-002.000-074

PERMANENT EASEMENT
2609 S.F.
0.060 Acres

TEMPORARY EASEMENT
677 S.F.
0.016 Acres



Parcel Line Table		
Line #	Direction	Length
L1	N87° 50' 01"E	70.74
L2	S2° 30' 53"W	29.73
L3	S5° 02' 29"W	10.28
L4	N88° 06' 35"W	68.23
L5	N0° 28' 22"W	35.02

NANA A. OPOKU
REGISTERED
No.LS21200012
STATE OF INDIANA
LAND SURVEYOR

To the best of my knowledge and belief, this plat is prepared in accordance with Indiana Administrative Code Title 865, Article 1, Rule 12, Sections 20-25.

Property Address:
1747 Hale Avenue
Fort Wayne, IN 46802

NORTH
SCALE-FEET
HORIZONTAL 1"= 50'
0 25 50

Nana A. Opoku, PLS No. 21200012

IN WITNESS WHEREOF, I hereunto place my hand and seal this 3rd day of July, 2013.
Job No. 12100089

"I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law."
Nana A. Opoku

County: Allen
Section 10
Township 30 N
Range 12 E

Sheet 1 of 1

LEGAL DESCRIPTION

Prepared for the City of Fort Wayne

921 Barr Street, Suit. 200
Fort Wayne, IN 46802
Phone: (260) 755-5993
Fax: (888) 808-4177

APEX Consulting & Surveying

Christopher W. McCrea, PLS No. LS20300062
Nana A. Opoku, PLS No. LS21200012

WAYNE TOWNSHIP

Parcel #02-12-10-405-002.000-074

Permanent Easement Description

Part of Lot Number 18 in Brackenridge's Third Subdivision in the City of Fort Wayne, Allen County, Indiana, more particularly described as follows,

Commencing at the Northeast corner of Lot Number 5 in Anna Dolan Addition, according to the plat thereof, recorded in Plat Record 9, page 94 in the Office of the Recorder of Allen County, Indiana; thence North 74 degrees 03 minutes 00 seconds East (state plane bearing and basis of bearings to follow), a distance of 143.78 feet along the South right-of-way line of Hale Avenue; thence North 87 degrees 50 minutes 01 seconds East, a distance of 13.27 feet along said South right-of-way line to the West line of an existing tract described in Document Number 206039931 in the Office of the Recorder of Allen County, Indiana; said point also being the POINT OF BEGINNING of the herein described easement; thence continuing North 87 degrees 50 minutes 01 seconds East, a distance of 70.74 feet along said South right-of-way line to the East line of said existing tract, also being the West bank of the St. Mary's River; thence South 02 degrees 30 minutes 53 seconds West, a distance of 29.73 feet along said East line and said West bank; thence South 05 degrees 02 minutes 29 seconds West, a distance of 10.28 feet along said East line and said West bank; thence North 88 degrees 06 minutes 35 seconds West, a distance of 68.23 feet to the West line of said existing tract; thence North 00 degrees 28 minutes 22 seconds West, a distance of 35.02 feet along said West line to the Point of Beginning. Containing 0.060 acres (2609 square feet), more or less. Subject to easements of record.

NANA A. OPOKU
REGISTERED
No.LS21200012
STATE OF INDIANA
LAND SURVEYOR

To the best of my knowledge and belief, this plat is prepared in accordance with Indiana Administrative Code Title 865, Article 1, Rule 12, Sections 20-25.

Nana A. Opoku, PLS No. 21200012

IN WITNESS WHEREOF, I hereunto place my hand and seal this 3rd day of July, 2013.
Job No. 12100089

"I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law."
Nana A. Opoku

Property Address:
1741 Hale Avenue
Fort Wayne, IN 46802

NORTH
SCALE - FEET
HORIZONTAL 1"= 50'
0 25 50

County: Allen
Section 10
Township 30 N
Range 12 E

Sheet 1 of 1

LEGAL DESCRIPTION

Prepared for the City of Fort Wayne

921 Borr Street, Suit. 200
Fort Wayne, IN 46802
Phone: (260) 755-5993
Fax: (888) 808-4177

APEX Consulting & Surveying

Christopher W. McCrea, PLS No. LS20300062
Nana A. Opoku, PLS No. LS21200012

WAYNE TOWNSHIP

Parcel #02-12-10-405-002.000-074

Temporary Easement Description

Part of Lot Number 18 in Brackenridge's Third Subdivision in the City of Fort Wayne, Allen County, Indiana, more particularly described as follows,

Commencing at the Northeast corner of Lot Number 5 in Anna Dolan Addition, according to the plat thereof, recorded in Plat Record 9, page 94 in the Office of the Recorder of Allen County, Indiana; thence North 74 degrees 03 minutes 00 seconds East (state plane bearing and basis of bearings to follow), a distance of 143.78 feet along the South right-of-way line of Hale Avenue; thence North 87 degrees 50 minutes 01 seconds East, a distance of 84.01 feet along said South right-of-way line to the West bank of the St. Mary's River, said point also being the East line of an existing tract described in Document Number 206039931 in the Office of the Recorder of Allen County, Indiana; thence South 02 degrees 30 minutes 53 seconds West, a distance of 29.73 feet along said East line and said West bank; thence South 05 degrees 02 minutes 29 seconds West, a distance of 10.28 feet along said East line and said West bank to the POINT OF BEGINNING of the herein described easement; thence continuing South 05 degrees 02 minutes 29 seconds West, a distance of 10.02 feet along said East line and said West bank; thence North 88 degrees 06 minutes 35 seconds West, a distance of 67.27 feet to the West line of said existing tract; thence North 00 degrees 28 minutes 22 seconds West, a distance of 10.01 feet along said West line; thence South 88 degrees 06 minutes 35 seconds East, a distance of 68.23 feet to the Point of Beginning. Containing 0.016 acres (677 square feet), more or less. Subject to easements of record.

NANA A. OPOKU
REGISTERED
No.LS21200012
STATE OF
INDIANA
LAND SURVEYOR

To the best of my knowledge and belief, this plat is prepared in accordance with Indiana Administrative Code Title 865, Article 1, Rule 12, Sections 20-25.

Property Address:
1741 Hale Avenue
Fort Wayne, IN 46802

NORTH
SCALE - FEET
HORIZONTAL 1" = 50'
0 25 50

Nana A. Opoku, PLS No. 21200012

IN WITNESS WHEREOF, I hereunto place my hand and seal this 3rd day of July, 2013.
Job No. 12100089

"I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law."
Nana A. Opoku

County: Allen
Section 10
Township 30 N
Range 12 E

Sheet 1 of 1

Appraisal Calculations

Conversion From Appraisal of Entire Lot to Respective Easement Areas

Landowner: Helen F. Martin-Carter Revocable Trust

Project: Taylor-Hale Sewer Separation

August 2014

Appraisal of entire property by McChessney = $1,600

Appraisal of entire property by Wierks = $1,700

Average of the two appraisals = $1,650

Average appraised value per square foot = $1,650 / 8,256 square feet = $0.20 per square foot

Area of permanent easement = 2,609 square feet

Value of permanent easement = 2,609 x $0.20 x 1.00 = $521.80 Round to $525

Area of temporary easement = 677 square feet

Value of temporary easement = 677 x $0.20 x 0.50 = $67.70 Round to $70

Total easement value = $525 + $70 = $595

LAND APPRAISAL REPORT

File No.

IDENTIFICATION

Borrower CITY OF FORT WAYNE Census Tract 0022.00 Map Reference 23060
Property Address 1747 Hale Ave
City Fort Wayne County ALLEN State IN Zip Code 46802
Legal Description E 32 FT FRL LOT 18 BRACKENRIGDE 3RD ADD
Sale Price $ N/A Date of Sale N/A Loan Term N/A yrs. Property Rights Appraised ☒ Fee ☐ Leasehold ☐ De Minimis PUD
Actual Real Estate Taxes $ 86.08 (yr) Loan charges to be paid by seller $ N/A Other sales concessions N/A
Lender/Client CITY OF FORT WAYNE Address 200 EAST BERRY ST. STE 250, FORT WAYNE, IN 46802
Occupant N/A Appraiser LARRY McCHESSNEY IFA Instructions to Appraiser PERFORM APPRAISAL AS UNIMPROVED LAND

NEIGHBORHOOD

Location	☒ Urban	☐ Suburban	☐ Rural
Built Up	☒ Over 75%	☐ 25% to 75%	☐ Under 25%
Growth Rate	☐ Fully Dev. ☐ Rapid	☐ Steady	☒ Slow
Property Values	☐ Increasing	☒ Stable	☐ Declining
Demand/Supply	☐ Shortage	☒ In Balance	☐ Oversupply
Marketing Time	☐ Under 3 Mos.	☐ 4-6 Mos.	☒ Over 6 Mos.

Present Land Use 80% 1 Family 2% 2-4 Family 2% Apts. 0% Condo 8% Commercial 2% Industrial 1% Vacant 5% PARKS
Change in Present Land Use ☒ Not Likely ☐ Likely (*) ☐ Taking Place (*)
(*) From To
Predominant Occupancy ☐ Owner ☒ Tenant 5 % Vacant
Single Family Price Range $ 3,000 to $ 55,000 Predominant Value $ 30,000
Single Family Age 50 yrs. to 130+ yrs. Predominant Age 80 yrs.

	Good	Avg.	Fair	Poor
Employment Stability	☐	☒	☐	☐
Convenience to Employment	☐	☒	☐	☐
Convenience to Shopping	☐	☒	☐	☐
Convenience to Schools	☐	☒	☐	☐
Adequacy of Public Transportation	☐	☒	☐	☐
Recreational Facilities	☐	☒	☐	☐
Adequacy of Utilities	☐	☒	☐	☐
Property Compatibility	☐	☒	☐	☐
Protection from Detrimental Conditions	☐	☒	☐	☐
Police and Fire Protection	☐	☒	☐	☐
General Appearance of Properties	☐	☐	☒	☐
Appeal to Market	☐	☐	☐	☒

Comments including those factors, favorable or unfavorable, affecting marketability (e.g. public parks, schools, view, noise): SUBJECT'S PROPERTY IS ZONED FOR 1 TO 2 FAMILY RESIDENTIAL. THE WIDTH WOULD LIMITED ANY STRUCTURE BEING PUT ON THE PROPERTY. SUBJECT 'S SITE IS LOCATED BETWEEN THE RIVER AND A BOARDED UP SINGLE FAMILY HOME.

SITE

Dimensions 32 X 258 = 8,256 Sq. Ft. or Acres ☐ Corner Lot
Zoning classification R2 SINGLE AND TWO FAMILY RESIDENTIAL Present Improvements ☒ do ☐ do not conform to zoning regulations
Highest and best use ☒ Present use ☐ Other (specify)

	Public	Other (Describe)
Elec.	☒	PUBLIC
Gas	☒	PUBLIC
Water	☒	CITY
San. Sewer	☒	CITY
	☐	Underground Elect. & Tel.

OFF SITE IMPROVEMENTS
Street Access ☒ Public ☐ Private
Surface PAVE
Maintenance ☒ Public ☐ Private
☒ Storm Sewer ☒ Curb/Gutter
☒ Sidewalk ☒ Street Lights

Topo LEVEL
Size AVERAGE/URBAN
Shape IRREGULAR
View SIMILAR HOMES
Drainage ADEQUATE
Is the property located in a HUD Identified Special Flood Hazard Area? ☐ No ☒ Yes

Comments (favorable or unfavorable including any apparent adverse easements, encroachments, or other adverse conditions): PROPERTY IS LOCATED IN AN FEMA FLOOD ZONE, CERTAIN RESTRICTION APPLY TO LAND USED.

MARKET DATA ANALYSIS

The undersigned has recited three recent sales of properties most similar and proximate to subject and has considered these in the market analysis. The description includes a dollar adjustment reflecting market reaction to those items of significant variation between the subject and comparable properties. If a significant item in the comparable property is superior to or more favorable than the subject property, a minus (-) adjustment is made thus reducing the indicated value of subject; if a significant item in the comparable is inferior to or less favorable than the subject property, a plus (+) adjustment is made thus increasing the indicated value of the subject.

ITEM	SUBJECT PROPERTY	COMPARABLE NO. 1		COMPARABLE NO. 2		COMPARABLE NO. 3	
Address	1747 Hale Ave Fort Wayne, IN 46802	2521 N Wells St Fort Wayne, IN 46808		1240 Nuttman Ave Fort Wayne, IN 46807		3930 Buell Dr Fort Wayne, IN 46807	
Proximity to Subject		2.47 miles NE		0.86 miles SE		1.44 miles SE	
Sales Price	$ N/A		$ 2,000		$ 1,200		$ 1,400
Price	$		$		$		$
Data Source	ASSESSOR/Ext. Insp.	MLS# 201110264		MLS# 201112581		MLS# 201300022	
Date of Sale and Time Adjustment	DESCRIPTION N/A	DESCRIPTION 11/4/2011	+(-)$ Adjust.	DESCRIPTION 1/4/2012	+(-)$ Adjust.	DESCRIPTION 4/10/2013	+(-)$ Adjust.
Location	RES/URBAN	RES/URBAN		RES/URBAN		RES/URBAN	
Site/View	8,256	13,500	-600	7,120	0	5,663	+600
VIEW	RIVER/RES.	BUSY STREET		INTERIOR LOT		INTERIOR LOT	
Sales or Financing Concessions	N/A	CASH		CASH		CASH	
Net Adj. (Total)		☐ + ☒ -	$ -600	☐ + ☐ -	$	☒ + ☐ -	$ 600
Indicated Value of Subject			$ 1,400		$ 1,200		$ 2,000

Comments on Market Data: LIMITED DATA AVAILABLE IN SUBJECT IMMEDIATE AND SURROUNDING MARKETING AREAS.

RECONCILIATION

Comments and Conditions of Appraisal: A SITE ADJUSTMENT WAS MADE IF THE SUBJECT AND COMPS SITE DIFFERENCE WAS GREATER THAN 2,500 SQUARE FEET. ADJUSTMENT WERE BASED ON MEDIAN PRICE PER SQUARE FOOT OF COMPS.

Final Reconciliation: LIMITED NUMBER OF COMPARABLE SALES AVAILABLE. ALL OF THE COMPS WERE GIVEN CONSIDERATION.

I ESTIMATE THE MARKET VALUE, AS DEFINED, OF SUBJECT PROPERTY AS OF 2/25 2014 to be $ 1,600

Larry L. McChessney
LARRY McCHESSNEY IFA
Appraiser(s)

Review Appraiser (if applicable) ☐ Did ☐ Did Not Physically Inspect Property

[Y2K]

Wierks Real Estate Appraisals
9334 Comfort Ct
Fort Wayne, IN 46825
(260) 489-5751

03/05/2014

City of Fort Wayne
DeWayne Nodine
200 E Berry St, Suite 250
Fort Wayne, IN 46802

Re: Property: 1747 Hale Ave
Fort Wayne, IN 46802
Borrower: Not Applicable
File No.:

Opinion of Value: $ 1,700 *
Effective Date: 02/26/2014

In accordance with your request, we have appraised the above referenced property. The report of that appraisal is attached.

The purpose of the appraisal is to develop an opinion of market value for the property described in this appraisal report, as improved, in unencumbered fee simple title of ownership.

This report is based on a physical analysis of the site and improvements, a location analysis of the neighborhood and city, and an economic analysis of the market for properties such as the subject. The appraisal was developed and the report was prepared in accordance with the Uniform Standards of Professional Appraisal Practice.

The opinion of value reported above is as of the stated effective date and is contingent upon the certification and limiting conditions attached.

It has been a pleasure to assist you. Please do not hesitate to contact me or any of my staff if we can be of additional service to you.

Sincerely,

Kent Wierks

Kent Wierks
Appraiser
License or Certification #: CR60600257
State: IN Expires: 06/30/2014
kwappraiser@msn.com

Background Information Supporting Decision to Proceed

with the

Administrative Condemnation Process

August 18, 2014

Project: Taylor-Hale Sewer Separation, Phase One

Property Owner: Helen F. Martin-Carter Revocable Trust

Property Location: South side of Hale Avenue, between the house at 1741 Hale Avenue and the St. Mary's River, Fort Wayne, Indiana

Attempts to Contact Landowner & Secure Signature on Easement Agreement: Helen F. Martin-Carter, placed the subject property into the aforementioned trust prior to her death. The initial offer letter and easement packet was sent, in August 2013, via certified mail to Mrs. Martin-Carter at her last listed address according to the records maintained by Allen County. The mailing was returned by the Post Office as undeliverable, and it was later learned that Mrs. Martin-Carter is deceased.

Separate letters were then sent to Mrs. Martin-Carter's widower, at the same address, by both first-class mail and certified mail, in February 2014. The certified mail was returned by the Post Office as unclaimed.

In early May 2014, the attorney who set up the Trust for Mrs. Martin-Carter was located and contacted. That attorney stated that Mrs. Martin-Carter's daughter was designated as a trustee and that she could sign real estate documents for the trust; that attorney gave me the daughter's last known telephone number.

I immediately contacted the daughter and explained our project and the need for the easements across the subject property. The daughter stated that she thought this undeveloped lot was sold at a tax sale along with the house at 1741 Hale Avenue. I informed her that the investor who purchased the house did not buy the empty lot and that it is still listed on the property records as being owned by her deceased mother's trust. The daughter stated that she would like to help us, however, she was in a legal battle with her brother regarding the trust and that she could not sign the easement agreement.

Follow-up phone calls were made to the daughter in late May 2014 and a third time in early July 2014; in which the daughter again stated she would not sign the easement agreement.

Discussion Regarding the Subject Property: This lot is located between the house at 1741 Hale Avenue and the St. Mary's River. The lot previously went with this house until the house was purchased at a tax sale by an investor. The legal description was double-checked and the subject parcel was not included in the tax sale with the house. The lot was removed from the tax sale list because extra proceeds from the sale of the house were applied to the unpaid property taxes for the subject lot therefore it is still in the name of the Helen F. Martin-Carter Revocable Trust.

This lot has very little value as indicated by the two appraisals obtained ($1,700 and $1,600), and is essentially what is referred to as a remnant parcel from the subdivision it is a part of. It is doubtful that any improvements such as a house or accessory buildings will ever be constructed on it.

Given the above facts, along with the location of the easement at the front of the property, it is the opinion of City Utilities staff, that the presence of the new storm sewer and outfall will not adversely affect the use and value of the property.

Prepared by DeWayne J. Nodine, Program Manager, Capital Project Services, Fort Wayne City Utilities

Subject Photo Page

Borrower/Client	CITY OF FORT WAYNE						
Property Address	1747 Hale Ave						
City	Fort Wayne	County	ALLEN	State	IN	Zip Code	46802
Lender	CITY OF FORT WAYNE						

Subject Front

1747 Hale Ave
Sales Price N/A
GLA
Total Rooms
Total Bedrms
Total Bathrms
Location RES/URBAN
View 8,256
Site
Quality
Age

Subject Rear

Subject Street

IMPROVEMENT RESOLUTION NO. 12344

OXFORD STREET CONCRETE REPAIR / ROAD DIET
WORK ORDER NO. 12344

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA.

That it is deemed necessary to improve: OXFORD STREET, FROM S.ANTHONY BLVD. TO TURPIE STREET, BY RECONSTRUCTION OF THE CONCRETE ROADWAY, I.E. PARTIAL CONCRETE PAVEMENT REPLACEMENT; WHICH INCLUDES INTREGAL CURBS, PAVEMENT DIET MEASURES BY REDUCING THE OVERALL PAVEMENT WIDTH FROM 40' TO 38', NEW CURB-FACE SIDEWALKS, NEW CORNER WALKS AND CURB-RAMPS, NEW TRAIL SECTION CONNECTING THE PROPOSED CURB-FACE SIDEWALK TO THE MCMILLEN PARK TRAIL SYSTEM, NEW SEWER CASTINGS, PAVEMENT MARKINGS INCLUDING BICYCLE LANES, TOPSOIL AND HYDRO-SEED RESTORATION.

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 20th day of August, 2014.

BOARD OF PUBLIC WORKS

Robert Kennedy, Chairman

Mike Avila

Mike Avila, Member

Kumar Menon, Member

ATTEST: Victoria Edwards

Victoria Edwards, Clerk

BID

CONTRACTOR:

proj: Oxford Street Concrete Repair / Road Diet - S. Anthony Blvd. to Turpie Street

RES. NO.: 12344
W.O. NO.: 12344

TOTAL BID AMT: _____

required completion date: September 10, 2015

Note: Contractor will be paid on measured quantities only at unit price bid. Any form of correction within the area of unit prices, extensions, or total on this bid must be initialed by the bidder and will be noted at the time of opening.

Bid Date: Wednesday, September 10, 2014

Contractors Signature _____

ITEM NO.	ITEM	PLAN QUANTITY	UNIT	UNIT PRICE ($)	AMOUNT ($)
1	Mobilization / Demobilization	1	LS		
2	Removal of Guardrail (including posts)	105	LF		
3	Removal of Existing Bollard (s)	2	EA		
4	Removal of Concrete	4732	SY		
5	Removal of Concrete Street Pavement	17050	SY		
6	Cement Concrete Pavement, Plain 9" Class A (Roadway)	14225	SY		
7	Cement Concrete Pavement, Plain 7" Class A (Alley)	60	SY		
8	Concrete Curb Type II-A	1975	LF		
9	Concrete Curb Type III (If-Ordered, "Undistributed")	1	LF		
10	Concrete "Special Island Curb"	300	LF		
11	Concrete Pavement for Commercial & Alley Drive (8")	160	SY		
12	Concrete Pavement for Residential Drive (6")	1492	SY		
13	Concrete Wingwalk and Ramps (6")	448	SY		
14	Concrete Sidewalk (4")	1277	SY		
15	Concrete Curbface Sidewalk (4")	3750	SY		
16	Type "O" compacted Aggregate for Base No. 53 (roadway and drives)	3975	TN		
17	Bedcourse (recycled, for sidewalks and trails only)	822	TN		
18	Backfill Behind Curb (Borrow)	360	TN		
19	1" Expansion Joint (Adjacent Streets)	279	LF		
20	1" Expansion Joint with Load Transfer (Oxford Street)	451	LF		
21	Contraction Joint, Type D-1 (Oxford Street)	7787	LF		
22	ADA Solutions, Armor-Tile, or Armorcast Products "Replaceable" 2' x 5' Composite, "Wetset", Tactile Warning Surface Unit - Brick Red	11	EA		
23	ADA Solutions, Armor-Tile, or Armorcast Products "Replaceable" 2' x 6' Composite, "Wetset", Tactile Warning Surface Unit - Brick Red	10	EA		
24	ADA Solutions, Armor-Tile, or Armorcast Products "Replaceable" 2' x 8' Composite, "Wetset", Tactile Warning Surface Unit - Brick Red	13	EA		
25	2' x 2' Alley Casting, Furnish & Adjust To Grade	2	EA		
26	24" Beehive Casting, Furnish & Adjust To Grade	3	EA		
27	24" Solid Storm Manhole Casting, Furnish & Adjust To Grade	9	EA		
28	24" Sanitary Manhole Casting, Furnish & Adjust To Grade	8	EA		
29	Casting, Adjust To Grade	20	EA		
30	30" Round Inlet (installed, complete-in-place)	1	EA		

31	2' x 2' Inlet, with Alley Casting (installed, complete-in-place)	3	EA		
32	2' x 2' Inlet, with Curb & Gutter Casting (installed, complete-in-place)	9	EA		
33	2' x 3' Inlet with Curb & Gutter Casting (installed, complete-in-place)	2	EA		
34	2' x 3' Inlet, Re-set Existing Casting (installed, complete-in-place)	13	EA		
35	Standard 48" Manhole with 24" Solid Storm Manhole Casting (installed, complete-in-place)	1	EA		
36	Pipe, 12" PVC, includes #53 / #73 Aggregate Backfill (installed, complete-in-place)	45	LF		
37	Pipe, 12" Ductile - Cl. 350, includes #53 / #73 Aggregate Backfill (installed, complete-in-place)	40	LF		
38	Pipe, 12" RCP - Cl. IV, includes #53 / #73 Aggregate Backfill (installed, complete-in-place)	110	LF		
39	Underdrain,6" Perforated Plastic, Group K Pipe (inc. #8 Aggregate Backfill)	8050	LF		
40	Water Valve-Box, Furnish and Adjusted to Grade, "Undistributed"	19	EA		
41	Water Curb-Box , Adjusted to Grade, "Undistributed"	50	EA		
42	Top Soil	250	TN		
43	Hydroseeding with Hydrostik or Equivalent Polymer for Erosion and Sediment Control	3000	SY		
44	Planting Soil (Pedestrian Refuge Islands)	30	TN		
45	"Special" Sheep's Fescue - Covar, Bighorn, MX-86 Mix for Pedestrian Islands	45	SY		
46	Tree, Remove (12" - 24")	7	EA		
47	Tree, Remove (25" - 36")	5	EA		
48	Pole Base Removal, Utility Pole Stump (Sta.18+20 L)	1	EA		
49	Sediguard Inlet Protection Device or Approved Equivalent for Sediment Control	40	EA		
50	Construction Signs, Type A	22	EA		
51	Standard Barricade, Type III-B	18	EA		
52	Standard Barricade, Type III-B With Signs, Type B Construction	2	EA		
53	Line, Remove	10000	LF		
54	Lane Indication Arrow, Remove	2	EA		
55	Line, Epoxy, Solid, White, 4 in.	1355	LF		
56	Line, Epoxy, Broken, Yellow, 4 in.	1230	LF		
57	Line, Epoxy, Solid, Yellow, 4 in.	7775	LF		
58	Transverse Marking, Epoxy, White, Stop Bar, 24 in.	36	LF		
59	Transverse Marking, Epoxy, White, Pedestrian Crosswalk, 24 in.	192	LF		
60	Transverse Marking, Epoxy, White, Lane Indication Arrow	36	EA		
61	V-LOC, Model No.19 Socket, Foresight Products, Inc.	10	EA		
62	Pedestrian Crossing Sign Assembly, S1-1, W16-7P, Flourescent Yellow - Green Background (include post)	8	EA		
63	Temporary Pavement Marking, Paint, Yellow, 4"	3750	LF		
64	Temporary Pavment Marking, Type I, White, 4"	500	LF		
65	Temporary Pavment Marking, Type I, Yellow, 4"	3750	LF		
66	Potholing	1	LS		
67	TX-160 Geogrid (If-Ordered, "Undistributed")	1	SY		
68	Maintenance of Traffic	1	LS		
69	Work Allowance	1	LS	$20,000.00	

ESTIMATE OF QUANTITIES

RES. NO.: 12344
W.O. NO.: 12344

proj: Oxford Street Concrete Repair / Road Diet - S. Anthony Blvd. to Turpie Street

Bid Estimate: $1,534,008.60
estimated e&i:
Total estimate: $1,534,008.60

Date: 8/11/2014

ITEM NO.	ITEM	PLAN QTY	UNIT	UNIT PRICE ($)	AMOUNT ($)
1	Mobilization / Demobilization	1	LS	$68,500.00	$68,500.00
2	Removal of Guardrail (including posts)	105	LF	$10.00	$1,050.00
3	Removal of Existing Bollard (s)	2	EA	$100.00	$200.00
4	Removal of Concrete	4732	SY	$7.00	$33,124.00
5	Removal of Concrete Street Pavement	17050	SY	$9.00	$153,450.00
6	Cement Concrete Pavement, Plain 9" Class A (Roadway)	14225	SY	$36.00	$512,100.00
7	Cement Concrete Pavement, Plain 7" Class A (Alley)	60	SY	$30.00	$1,800.00
8	Concrete Curb Type II-A	1975	LF	$13.50	$26,662.50
9	Concrete Curb Type III (If-Ordered, "Undistributed")	1	LF	$25.00	$25.00
10	Concrete "Special Island Curb"	300	LF	$25.00	$7,500.00
11	Concrete Pavement for Commercial & Alley Drive (8")	160	SY	$35.00	$5,600.00
12	Concrete Pavement for Residential Drive (6")	1492	SY	$30.00	$44,760.00
13	Concrete Wingwalk and Ramps (6")	448	SY	$40.00	$17,920.00
14	Concrete Sidewalk (4")	1277	SY	$28.00	$35,756.00
15	Concrete Curbface Sidewalk (4")	3750	SY	$38.00	$142,500.00
16	Type "O" compacted Aggregate for Base No. 53 (roadway and drives)	3975	TN	$18.50	$73,537.50
17	Bedcourse (recycled, for sidewalks and trails only)	822	TN	$11.50	$9,453.00
18	Backfill Behind Curb (Borrow)	360	TN	$1.00	$360.00
19	1" Expansion Joint (Adjacent Streets)	279	LF	$7.00	$1,953.00
20	1" Expansion Joint with Load Transfer (Oxford Street)	451	LF	$10.00	$4,510.00
21	Contraction Joint, Type D-1 (Oxford Street)	7787	LF	$10.00	$77,870.00
22	ADA Solutions, Armor-Tile, or Armorcast Products "Replaceable" 2' x 5' Composite, "Wetset", Tactile Warning Surface Unit - Brick Red	11	EA	$225.00	$2,475.00
23	ADA Solutions, Armor-Tile, or Armorcast Products "Replaceable" 2' x 6' Composite, "Wetset", Tactile Warning Surface Unit - Brick Red	10	EA	$325.00	$3,250.00
24	ADA Solutions, Armor-Tile, or Armorcast Products "Replaceable" 2' x 8' Composite, "Wetset", Tactile Warning Surface Unit - Brick Red	13	EA	$425.00	$5,525.00
25	2' x 2' Alley Casting, Furnish & Adjust To Grade	2	EA	$375.00	$750.00
26	24" Beehive Casting, Furnish & Adjust To Grade	3	EA	$375.00	$1,125.00
27	24" Solid Storm Manhole Casting, Furnish & Adjust To Grade	9	EA	$375.00	$3,375.00
28	24" Sanitary Manhole Casting, Furnish & Adjust To Grade	8	EA	$375.00	$3,000.00
29	Casting, Adjust To Grade	20	EA	$200.00	$4,000.00
30	30" Round Inlet (installed, complete-in-place)	1	EA	$1,375.00	$1,375.00
31	2' x 2' Inlet, with Alley Casting (installed, complete-in-place)	3	EA	$1,950.00	$5,850.00
32	2' x 2' Inlet, with Curb & Gutter Casting (installed, complete-in-place)	9	EA	$1,950.00	$17,550.00

33	2' x 3' Inlet with Curb & Gutter Casting (installed, complete-in-place)	2	EA	$2,200.00	$4,400.00
34	2' x 3' Inlet, Re-set Existing Casting (installed, complete-in-place)	13	EA	$2,000.00	$26,000.00
35	Standard 48" Manhole with 24" Solid Storm Manhole Casting (installed, complete-in-place)	1	EA	$3,000.00	$3,000.00
36	Pipe, 12" PVC, includes #53 / #73 Aggregate Backfill (installed, complete-in-place)	45	LF	$50.00	$2,250.00
37	Pipe, 12" Ductile - Cl. 350, includes #53 / #73 Aggregate Backfill (installed, complete-in-place)	40	LF	$55.00	$2,200.00
38	Pipe, 12" RCP - Cl. IV, includes #53 / #73 Aggregate Backfill (installed, complete-in-place)	110	LF	$60.00	$6,600.00
39	Underdrain,6" Perforated Plastic, Group K Pipe (inc. #8 Aggregate Backfill)	8050	LF	$8.00	$64,400.00
40	Water Valve-Box, Furnish and Adjusted to Grade, "Undistributed"	19	EA	$100.00	$1,900.00
41	Water Curb-Box , Adjusted to Grade, "Undistributed"	50	EA	$25.00	$1,250.00
42	Top Soil	250	TN	$15.00	$3,750.00
43	Hydroseeding with Hydrostik or Equivalent Polymer for Erosion and Sediment Control	3000	SY	$2.00	$6,000.00
44	Planting Soil (Pedestrian Refuge Islands)	30	TN	$20.00	$600.00
45	"Special" Sheep's Fescue - Covar, Bighorn, MX-86 Mix for Pedestrian Islands	45	SY	$4.00	$180.00
46	Tree, Remove (12" - 24")	7	EA	$700.00	$4,900.00
47	Tree, Remove (25" - 36")	5	EA	$950.00	$4,750.00
48	Pole Base Removal, Utility Pole Stump (Sta.18+20 L)	1	EA	$100.00	$100.00
49	Sediguard Inlet Protection Device or Approved Equivalent for Sediment Control	40	EA	$75.00	$3,000.00
50	Construction Signs, Type A	22	EA	$75.00	$1,650.00
51	Standard Barricade, Type III-B	18	EA	$100.00	$1,800.00
52	Standard Barricade, Type III-B With Signs, Type B Construction	2	EA	$120.00	$240.00
53	Line, Remove	10000	LF	$0.80	$8,000.00
54	Lane Indication Arrow, Remove	2	EA	$50.00	$100.00
55	Line, Epoxy, Solid, White, 4 in.	1355	LF	$0.60	$813.00
56	Line, Epoxy, Broken, Yellow, 4 in.	1230	LF	$0.60	$738.00
57	Line, Epoxy, Solid, Yellow, 4 in.	7775	LF	$0.60	$4,665.00
58	Transverse Marking, Epoxy, White, Stop Bar, 24 in.	36	LF	$21.45	$772.20
59	Transverse Marking, Epoxy, White, Pedestrian Crosswalk, 24 in.	192	LF	$21.45	$4,118.40
60	Transverse Marking, Epoxy, White, Lane Indication Arrow	36	EA	$291.50	$10,494.00
61	V-LOC, Model No.19 Socket, Foresight Products, Inc.	10	EA	$60.00	$600.00
62	Pedestrian Crossing Sign Assembly, S1-1, W16-7P, Flourescent Yellow - Green Background (include post)	8	EA	$300.00	$2,400.00
63	Temporary Pavement Marking, Paint, Yellow, 4"	3750	LF	$0.45	$1,687.50
64	Temporary Pavment Marking, Type I, White, 4"	500	LF	$0.95	$475.00
65	Temporary Pavment Marking, Type I, Yellow, 4"	3750	LF	$0.95	$3,562.50
66	Potholing	1	LS	$1,200.00	$1,200.00
67	TX-160 Geogrid (If-Ordered, "Undistributed")	1	SY	$7.00	$7.00
68	Maintenance of Traffic	1	LS	$68,500.00	$68,500.00
69	Work Allowance	1	LS	$20,000.00	$20,000.00

IMPROVEMENT RESOLUTION NO. 12422

MURRAY STREET SIDEWALK REPAIRS
WORK ORDER NO. 12422

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA.

That it is deemed necessary to improve: **Murray Street sidewalk (North Side) from Barr St. to Lafayette St. This project will include curbface walk, commercial drive approaches, and casting adjustments.**

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 20th day of August, 2014.

BOARD OF PUBLIC WORKS

Robert Kennedy, Chairman

Mike Avila, Member

Kumar Menon, Member

ATTEST: Victoria Edwards
Victoria Edwards, Clerk

BID
CONTRACTOR:

proj: Murray Street Sidewalk Repairs

RES. NO.: 12422
W.O. NO.: 12422

TOTAL BID AMT: _____

required completion date: November 1, 2014

Note: Contractor will be paid on measured quantities only at unit price bid. Any form of correction within the area of unit prices, extensions, or total on this bid must be initialed by the bidder and will be noted at the time of opening.

Bid Date:

Contractors Signature

ITEM NO.	ITEM	PLAN QUANTITY	UNIT	UNIT PRICE ($)	AMOUNT ($)
1	Removal of Concrete	590	SY		
2	Removal of curb	15	LF		
3	Concrete Sidewalk (4")	10	SY		
4	Concrete Curbface Sidewalk (6")	305	SY		
5	Concrete Curb Type III	15	LF		
6	Cement Concrete Pavement for Commercial Drive Approach(High Early 9 Bag Mix)	275	SY		
7	Asphalt Patching	19	SY		
8	Type "0" compacted aggregate #53 stone	85	TON		
9	Topsoil	2	TON		
10	Hydroseeding With Hydrostick of Equivalent Polymer for Erosion Control	10	SY		
11	Adjust Casting to Grade	3	EA		
12	Adjust Water Valve to Grade	2	EA		
13	New 2' X 2' Curb and Gutter Casting Furnish and Adjusted to Grade	1	EA		
14	Construction Sign Type "A"	3	EA		
15	Work Allowance	1	LS		
16	Mobilization and Demobilization	1	LS		
17	Maintance of Traffic	1	LS		
18	0	0	0		

ESTIMATE OF QUANTITIES

proj: Murray Street Sidewalk Repairs

RES. NO.: 12422
W.O. NO.: 12422

Bid Estimate: $43,605.00
estimated e&i: $10,901.25
Total estimate: $54,506.25

Date:

ITEM NO.	ITEM	PLAN QTY	UNIT	UNIT PRICE ($)	AMOUNT ($)
1	Removal of Concrete	590	SY	$9.00	$5,310.00
2	Removal of curb	15	LF	$10.00	$150.00
3	Concrete Sidewalk (4")	10	SY	$30.00	$300.00
4	Concrete Curbface Sidewalk (6")	305	SY	$45.00	$13,725.00
5	Concrete Curb Type III	15	LF	$15.00	$225.00
6	Cement Concrete Pavement for Commercial Drive Approach(High Early 9 Bag Mix)	275	SY	$55.00	$15,125.00
7	Asphalt Patching	19	SY	$10.00	$190.00
8	Type "0" compacted aggregate #53 stone	85	TON	$15.00	$1,275.00
9	Topsoil	2	TON	$15.00	$30.00
10	Hydroseeding With Hydrostick of Equivalent Polymer for Erosion Control	10	SY	$3.00	$30.00
11	Adjust Casting to Grade	3	EA	$100.00	$300.00
12	Adjust Water Valve to Grade	2	EA	$100.00	$200.00
13	New 2' X 2' Curb and Gutter Casting Furnish and Adjusted to Grade	1	EA	$500.00	$500.00
14	Construction Sign Type "A"	3	EA	$80.00	$240.00
15	Work Allowance	1	LS	$2,000.00	$2,000.00
16	Mobilization and Demobilization	1	LS	$2,225.00	$2,225.00
17	Maintance of Traffic	1	LS	$1,780.00	$1,780.00

ESTIMATE OF QUANTITIES

proj: Murray Street Sidewalk Repairs

RES. NO.: 12422
W.O. NO.: 12422

Bid Estimate: $43,605.00
estimated e&i: $10,901.25
Total estimate: $54,506.25

Date:

ITEM NO.	ITEM	PLAN QTY	UNIT	UNIT PRICE ($)	AMOUNT ($)
1	Removal of Concrete	590	SY	$9.00	$5,310.00
2	Removal of curb	15	LF	$10.00	$150.00
3	Concrete Sidewalk (4")	10	SY	$30.00	$300.00
4	Concrete Curbface Sidewalk (6")	305	SY	$45.00	$13,725.00
5	Concrete Curb Type III	15	LF	$15.00	$225.00
6	Cement Concrete Pavement for Commercial Drive Approach(High Early 9 Bag Mix)	275	SY	$55.00	$15,125.00
7	Asphalt Patching	19	SY	$10.00	$190.00
8	Type "0" compacted aggregate #53 stone	85	TON	$15.00	$1,275.00
9	Topsoil	2	TON	$15.00	$30.00
10	Hydroseeding With Hydrostick of Equivalent Polymer for Erosion Control	10	SY	$3.00	$30.00
11	Adjust Casting to Grade	3	EA	$100.00	$300.00
12	Adjust Water Valve to Grade	2	EA	$100.00	$200.00
13	New 2' X 2' Curb and Gutter Casting Furnish and Adjusted to Grade	1	EA	$500.00	$500.00
14	Construction Sign Type "A"	3	EA	$80.00	$240.00
15	Work Allowance	1	LS	$2,000.00	$2,000.00
16	Mobilization and Demobilization	1	LS	$2,225.00	$2,225.00
17	Maintance of Traffic	1	LS	$1,780.00	$1,780.00

IMPROVEMENT RESOLUTION NO. 12428

OXFORD STREET SIDEWALK REPAIRS
LILLIE STREET TO SOUTH ANTHONY BOULEVARD
WORK ORDER NO. 12428

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA.

That it is deemed necessary to improve: OXFORD STREET, FROM LILLIE STREET TO S.ANTHONY BLVD. BY RECONSTRUCTION OF THE CONCRETE SIDEWALK, WHICH INCLUDES NEW CURB-FACE SIDEWALKS, UPGRADED CURB-RAMPS, NEW ALLEY AND DRIVE APPROACHES, NEW SEWER CASTINGS, PAVEMENT MARKINGS, TOPSOIL AND HYDRO-SEED RESTORATION.

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 20th day of August, 2014.

BOARD OF PUBLIC WORKS

Robert Kennedy, Chairman

Mike Avila, Member

Kumar Menon, Member

ATTEST: Victoria Edwards
Victoria Edwards, Clerk

BID

CONTRACTOR:

proj: Oxford Street Sidewalk Repairs - Lillie Street to S. Anthony Blvd.

RES. NO.: 12428
W.O. NO.: 12428

TOTAL BID AMT: _____

Note: Contractor will be paid on measured quantities only at unit price bid. Any form of correction within the area of unit prices, extensions, or total on this bid must be initialed by the bidder and will be noted at the time of opening.

required completion date: September 10, 2015

Bid Date: Wednesday, September 10, 2014

Contractors Signature _____

ITEM NO.	ITEM	PLAN QUANTITY	UNIT	UNIT PRICE ($)	AMOUNT ($)
1	Mobilization / Demobilization	1	LS		
2	Removal of Concrete	354	SY		
3	Removal of Curb	395	LF		
4	Concrete Pavement for Residential Drive (6")	30	SY		
5	Concrete Pavement for Commercial Drive (8")	62	SY		
6	Concrete Wingwalk and Ramps (6")	8	SY		
7	Concrete Curbface Sidewalk (4")	275	SY		
8	Asphalt / Concrete Pavement Patching	55	SY		
9	Bedcourse	50	TN		
10	ADA Solutions, Armorcast Products, Armor Tile, or equivalent "Replaceable" 2' x 5' Composite, "Wetset", Tactile Warning Surface	1	EA		
11	ADA Solutions, Armorcast Products, Armor-Tile, or equivalent 2' x 4' Composite, "Surface Mount", Tactile Warning Unit - Brick Red	5	EA		
12	24" Solid Storm Manhole Casting, Furnish & Adjust To Grade	1	EA		
13	Casting, Adjust To Grade	1	EA		
14	Water Curb-Box "Undistributed", Adjusted to Grade	1	EA		
15	Top Soil	10	TN		
16	Hydroseeding with Hydrostik or Equivalent Polymer for Erosion and Sediment Control	100	SY		
17	Sediguard Inlet Protection Device or Approved Equivalent for Sediment Control	3	EA		
18	Sawing, Composite Asphalt / Concrete Pavement (Full-Depth) Along Curb-Line	475	LF		
19	Transverse Markings, Paint, Crosswalk 24" (W = 8')	272	LF		
20	Transverse Markings, Paint, Stop-Bar 24"	28	LF		
21	Construction Signs, Type A	6	EA		
22	Maintenance of Traffic	1	LS		
23	Work Allowance	1	LS	$1,500.00	

ESTIMATE OF QUANTITIES

RES. NO.: 12428
W.O. NO.: 12428

proj: Oxford Street Sidewalk Repairs - Lillie Street to S. Anthony Blvd.

Bid Estimate: $29,257.50
estimated e&i: $7,000.00
Total estimate: $36,257.50

Date: 2/24/2014

ITEM NO.	ITEM	PLAN QTY	UNIT	UNIT PRICE ($)	AMOUNT ($)
1	Mobilization / Demobilization	1	LS	$1,500.00	$1,500.00
2	Removal of Concrete	354	SY	$6.00	$2,124.00
3	Removal of Curb	395	LF	$6.00	$2,370.00
4	Concrete Pavement for Residential Drive (6")	30	SY	$30.00	$900.00
5	Concrete Pavement for Commercial Drive (8")	62	SY	$33.00	$2,046.00
6	Concrete Wingwalk and Ramps (6")	8	SY	$40.00	$320.00
7	Concrete Curbface Sidewalk (4")	275	SY	$30.00	$8,250.00
8	Asphalt / Concrete Pavement Patching	55	SY	$50.00	$2,750.00
9	Bedcourse	50	TN	$15.00	$750.00
10	ADA Solutions, Armorcast Products, Armor Tile, or equivalent "Replaceable" 2' x 5' Composite, "Wetset", Tactile Warning Surface Unit -	1	EA	$225.00	$225.00
11	ADA Solutions, Armorcast Products, Armor-Tile, or equivalent 2' x 4' Composite, "Surface Mount", Tactile Warning Unit - Brick Red	5	EA	$215.00	$1,075.00
12	24" Solid Storm Manhole Casting, Furnish & Adjust To Grade	1	EA	$400.00	$400.00
13	Casting, Adjust To Grade	1	EA	$175.00	$175.00
14	Water Curb-Box "Undistributed", Adjusted to Grade	1	EA	$25.00	$25.00
15	Top Soil	10	TN	$20.00	$200.00
16	Hydroseeding with Hydrostik or Equivalent Polymer for Erosion and Sediment Control	100	SY	$2.00	$200.00
17	Sediguard Inlet Protection Device or Approved Equivalent for Sediment Control	3	EA	$37.50	$112.50
18	Sawing, Composite Asphalt / Concrete Pavement (Full-Depth) Along Curb-Line	475	LF	$3.00	$1,425.00
19	Transverse Markings, Paint, Crosswalk 24" (W = 8')	272	LF	$3.00	$816.00
20	Transverse Markings, Paint, Stop-Bar 24"	28	LF	$3.00	$84.00
21	Construction Signs, Type A	6	EA	$85.00	$510.00
22	Maintenance of Traffic	1	LS	$1,500.00	$1,500.00
23	Work Allowance	1	LS	$1,500.00	$1,500.00

IMPROVEMENT RESOLUTION NO. 12469

719 Rockhill Street Sidewalk
WORK ORDER NO. 12469

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA.

That it is deemed necessary to improve: **The sidewalk in front of #719 Rockhill from approximately 80' north of Berry Street to 140' south of Main Street. This will include sidewalk, handrail, an alley approach, and one tree removal.**

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 20th day of August, 2014.

BOARD OF PUBLIC WORKS

Robert Kennedy, Chairman

Mike Avila, Member

Kumar Menon, Member

ATTEST: Victoria Edwards
Victoria Edwards, Clerk

BID

CONTRACTOR:

proj: 719 Rockhill

RES. NO.: 12469
W.O. NO.: 12469

TOTAL BID AMT: _____

required completion date: October 31, 2014

Note: Contractor will be paid on measured quantities only at unit price bid. Any form of correction within the area of unit prices, extensions, or total on this bid must be initialed by the bidder and will be noted at the time of opening.

Bid Date:

Contractors Signature

ITEM NO.	ITEM	PLAN QUANTITY	UNIT	UNIT PRICE ($)	AMOUNT ($)
1	Removal of Concrete	73	SY		
2	Removal of Curb	8	LF		
3	Concrete Sidewalk 4"	52	SY		
4	Concrete Curb Type III	8	LF		
5	Cement Concrete for Alley Approach 8"	21	SY		
6	Bedcourse Material	6	TON		
7	Type "O" Compacted Aggregate #53 Stone	3	TON		
8	Common Excavation	43	CYD		
9	Tree Removal 30"	1	EA		
10	Topsoil	12	TON		
11	Hydroseeding with Hydrostick or Equivalent Polymer for Erosion Control	60	SY		
12	Construction Sign Type "A"	2	EA		
13	Type III Barricade with Road Closed Ahead Sign and Light	2	EA		
14	Handrail	70	LF		
15	Maintenance of Traffic	1	LS		
16	Mobilization and Demobilization	1	LS		
17	Work Allowance	1	LS		
18	Temporary Drain Pipe	1	LS		

ESTIMATE OF QUANTITIES

RES. NO.: 12469
W.O. NO.: 12469

proj: 719 Rockhill

Bid Estimate: $21,383.79
estimated e&i: $5,346.00
Total estimate: $26,729.79

Date:

ITEM NO.	ITEM	PLAN QTY	UNIT	UNIT PRICE ($)	AMOUNT ($)
1	Removal of Concrete	73	SY	$9.00	$657.00
2	Removal of Curb	8	LF	$10.00	$80.00
3	Concrete Sidewalk 4"	52	SY	$45.00	$2,340.00
4	Concrete Curb Type III	8	LF	$15.00	$120.00
5	Cement Concrete for Alley Approach 8"	21	SY	$60.00	$1,260.00
6	Bedcourse Material	6	TON	$15.00	$90.00
7	Type "O" Compacted Aggregate #53 Stone	3	TON	$18.00	$54.00
8	Common Excavation	43	CYD	$50.00	$2,150.00
9	Tree Removal 30"	1	EA	$1,000.00	$1,000.00
10	Topsoil	12	TON	$20.00	$240.00
11	Hydroseeding with Hydrostick or Equivalent Polymer for Erosion Control	60	SY	$3.00	$180.00
12	Construction Sign Type "A"	2	EA	$80.00	$160.00
13	Type III Barricade with Road Closed Ahead Sign and Light	2	EA	$100.00	$200.00
14	Handrail	70	LF	$90.00	$6,300.00
15	Maintenance of Traffic	1	LS	$601.24	$601.24
16	Mobilization and Demobilization	1	LS	$751.55	$751.55
17	Work Allowance	1	LS	$5,000.00	$5,000.00
18	Temporary Drain Pipe	1	LS	$200.00	$200.00

HILLCREST ADDITION IMPROVEMENTS
RESOLUTION NO. 75928

RESOLUTION BY THE BOARD OF PUBLIC WORKS of the City of Fort Wayne, Indiana that:

This project will consist of replacing approximately 4,600 LF of sanitary sewers throughout the rear yards, installing approximately 4,600 LF of storm sewers within the right-of-way and existing utility easements, replacing the water main on E. Cox Drive, relocating a water main on E. Concord Dr. and Mayfair Road, reconstructing or resurfacing of all roadways, and construction of curbs and walks throughout the neighborhood.

Said improvements with all their appurtenances shall be constructed in accordance with the plans and specifications titled, **Hillcrest Addition Improvements.**

Declares the cost of the said improvements shall be paid by the funds from the Fort Wayne Water, Sewer, and Storm Utility Revenue; and Public Works Funding.

Declares the project is necessary for the protection of public health and welfare of the in habitants of the area and the safeguarding of property within the area.

Declares that this project is of public utility benefit.

Declares Board of Public Works will acquire the property rights described in Attachment "A" (Property Acquisition Summary Sheet).

States there is a $41,000 cost associated with the purchase of any land associate with this project.

Declares the engineer's estimate of the project's total cost is $3,340,000.

APPROVED THIS 20th DAY OF August, 2014.

BOARD OF PUBLIC WORKS

BY: _____
Robert P. Kennedy, Chairman

BY: Mike Avila
Mike Avila, Member

BY: _____
Kumar Menon, Member

ATTEST: Victoria Edwards
Victoria Edwards, Clerk

75928 - Hillcrest Addition Improvements - Property Acquisition Summary

Property Owner Information						Easment Information			
Parcel No.	Design Sheet No.	Property Owner	Property Address	Mailing Address	Source of Title: Deed Record & Page or Doc. No.	Permanent Utility Easement	Temporary Construction Easement	Remarks	Easement Doc. No. (after recording)
1		STEVEN K. NAKASEN	110 E. CONCORD LANE, FORT WAYNE IN 46816	4129 S. CALHOUN ST, FORT WAYNE, IN 46802	#2007053982	X			2014022786
2		GAY R. BRASTER	211 E. CROWN LANE, FORT WAYNE, IN 46816	211 E. CROWN LANE, FORT WAYNE, IN 46816	#205060364	X			2014034757
3		DARCY K. GOEHRING	212 E. CROWN LANE, FORT WAYNE, IN 46816	212 E. CROWN LANE, FORT WAYNE, IN 46816	#95-031053	X			2014015994
4		CHARRISSE WALKER	6102 OAKMONT RD, FORT WAYNE, IN 46816	6102 OAKMONT ROAD, FORT WAYNE, IN 46816	#207013600	X			2014020856
5		ROBERT & DELORES SCHEIMAN	6105 SOUTHCREST RD, FORT WAYNE, IN 46816	6105 SOUTHCREST RD, FORT WAYNE, IN 46816	D.R. 492, Pg. 508	X			2014018712
6		Jeannette & Juan Mondragon	6111 SOUTHCREST RD, FORT WAYNE, IN 46816	6111 SOUTHCREST RD, FORT WAYNE, IN 46816	#205012363	X		Pending	
7		Jorge Gallardo	6320 MAYFAIR RD, FORT WAYNE, IN 46816	6320 MAYFAIR RD, FORT WAYNE, IN 46816	#207017821	X			2014015995
8		KAREN ROBISON	5905 S. CALHOUN ST., FORT WAYNE, IN 46807	5905 S. CALHOUN ST., FORT WAYNE, IN 46807			X		
9		VILMA R. MANCIA	5915 S CALHOUN ST, FORT WAYNE, IN 46807	2816 SCHAPER DR, FORT WAYNE, IN 46806			X		
10		KARI LANDIS	5919 S CALHOUN ST, FORT WAYNE, IN 46807	5919 S CALHOUN ST, FORT WAYNE, IN 46807			X		
11		BENJAMIN & CHRISTOPHER HANSEN	5925 S CALHOUN ST, FORT WAYNE, IN 46807	2127 FIELDCREST DR, MILPITAS, CA 95035			X		
12		JEFFREY A. WEAVER	6005 S CALHOUN ST, FORT WAYNE, IN 46807	6005 S CALHOUN ST, FORT WAYNE, IN 46807			X	Pending	
13		JAIME N. FLORES	6011 S CALHOUN ST, FORT WAYNE, IN 46807	6011 S CALHOUN ST, FORT WAYNE, IN 46807			X		
14		NELLIE I. SMITH	6015 S CALHOUN ST, FORT WAYNE, IN 46807	6015 S CALHOUN ST, FORT WAYNE, IN 46807			X		
15		JUANA HERRERA	6025 S CALHOUN ST, FORT WAYNE, IN 46807	6025 S CALHOUN ST, FORT WAYNE, IN 46807			X		
16		CAROL J HARMON	6031 S CALHOUN ST, FORT WAYNE, IN 46807	6031 S CALHOUN ST, FORT WAYNE, IN 46807			X	Pending	
17		JOHN & SHARON KRNC	6033 S CALHOUN ST, FORT WAYNE, IN 46807	4223 KESTREL CT, INDIANAPOLIS, IN 46254			X		
18		WILBUR E & CONNIE AKE	6101 S CALHOUN ST, FORT WAYNE, IN 46807	11115 S US HIGHWAY 27, FORT WAYNE, IN 46816			X		
19		HAROLD L BROWN JR.	6111 S CALHOUN ST, FORT WAYNE, IN 46807	2335 JOHN ST, FORT WAYNE, IN 46803			X		
20		MELISSA WALDREN	6115 S CALHOUN ST, FORT WAYNE, IN 46807	6115 S CALHOUN ST, FORT WAYNE, IN 46807			X	Pending	
21		JANET S. OMO	6125 S CALHOUN ST, FORT WAYNE, IN 46807	6125 S CALHOUN ST, FORT WAYNE, IN 46807			X		
22		HOL PROPERTIES LLC	6133 S CALHOUN ST, FORT WAYNE, IN 46807	6422 YARMOUTH AVE, RESEDA, CA 91335			X	Pending	
23		TES PROPERTIES LLC	6141 S CALHOUN ST, FORT WAYNE, IN 46807	P.O. BOX 5464, FORT WAYNE, IN 46895			X		
24		STEVEN HOFFMAN	6211 S CALHOUN ST, FORT WAYNE, IN 46807	6211 S CALHOUN ST, FORT WAYNE, IN 46807			X	Pending	
25		WILLIAM R & ROSALIE E HOLLMAN	6219 S CALHOUN ST, FORT WAYNE, IN 46807	6219 S CALHOUN ST, FORT WAYNE, IN 46807			X		
26		IVA M COCHREN	6225 S CALHOUN ST, FORT WAYNE, IN 46807	6225 S CALHOUN ST, FORT WAYNE, IN 46807			X	Pending	
27		OHN THAN	6305 S CALHOUN ST, FORT WAYNE, IN 46807	6305 S CALHOUN ST, FORT WAYNE, IN 46807			X		
28		JOHN MICHAEL HAMILTON	6311 S CALHOUN ST, FORT WAYNE, IN 46807	11431 JOHNSON RD, FORT WAYNE, IN 46818			X		
29		KEVIN T. KENDREGAN	6315 S CALHOUN ST, FORT WAYNE, IN 46807	6315 S CALHOUN ST, FORT WAYNE, IN 46807			X	Pending	
30		MARTIN G. VAZQUEZ JR & ELIZA RESENDEZ	111 E CONCORO LN, FORT WAYNE, IN 46816	111 E CONCORO LN, FORT WAYNE, IN 46816			X	Pending	
31		FREOY O. & OILMA OE LIMA	116 E CONCORO LN, FORT WAYNE, IN 46816	116 E CONCORO LN, FORT WAYNE, IN 46816			X	Pending	
32		CLAUDIA A DIEFENBACHER	210 E COX DR, FORT WAYNE, IN 46816	210 E COX DR, FORT WAYNE, IN 46816			X		
33		JULIE R. WARE	222 E COX DR, FORT WAYNE, IN 46807	1103 E WASHINGTON CTR RD, FORT WAYNE, IN 46825			X		
34		BILLY J. & DOROTHY E. HARRIS	232 E COX DR, FORT WAYNE, IN 46816	232 E COX DR, FORT WAYNE, IN 46816			X	Pending	
35		GEOFFREY M. & GREGORY P. GROSH	110 E CROWN LN, FORT WAYNE, IN 46807	4408 BEAVER AVE, FORT WAYNE, IN 46807			X	Pending	
36		CHERYL A. TOPP	114 E CROWN LN, FORT WAYNE, IN 46807	1227 W. 300 N., BLUFFTON, IN 46714			X	Pending	
37		ABRAHAM QUINONES	115 E CROWN LN, FORT WAYNE, IN 46816	115 E CROWN LN, FORT WAYNE, IN 46816			X		
38		RONALD E & PATRICIA A. BOOHER	120 E CROWN LN, FORT WAYNE, IN 46816	120 E CROWN LN, FORT WAYNE, IN 46816			X		
39		KYAW SEIN	125 E CROWN LN, FORT WAYNE, IN 46816	125 E CROWN LN, FORT WAYNE, IN 46816			X		
40		JANICE K KINSEY	128 E CROWN LN, FORT WAYNE, IN 46816	128 E CROWN LN, FORT WAYNE, IN 46816			X		
41		JOE BOWAY	131 E CROWN LN, FORT WAYNE, IN 46816	5120 CLOVERBROOK DR, FORT WAYNE, IN 46806			X		
42		SALEUM MAHACHANH & PHEUNG K. PHOMSOUPHA	136 E CROWN LN, FORT WAYNE, IN 46816	136 E CROWN LN, FORT WAYNE, IN 46816			X		
43		MARIA O. FLORES	142 E CROWN LN, FORT WAYNE, IN 46816	142 E CROWN LN, FORT WAYNE, IN 46816			X		
44		JOSE DIAZ OE LEON	202 E CROWN LN, FORT WAYNE, IN 46816	202 E CROWN LN, FORT WAYNE, IN 46816			X	Pending	
45		ARLENE R. KELLY	222 E CROWN LN, FORT WAYNE, IN 46816	222 E CROWN LN, FORT WAYNE, IN 46816			X	Pending	
46		ANGELA P. WHEELER	5902 KENT RD, FORT WAYNE, IN 46816	5902 KENT RO, FORT WAYNE, IN 46816			X	Pending	
47		SARITA K. HENSCH & OEBORAH A. ZIMMERMAN	5910 KENT RD, FORT WAYNE, IN 46816	4505 SCHWARTZ RO, NEW HAVEN, IN 46774			X		
48		JACQUELINE GALOAMEZ	5920 KENT RD, FORT WAYNE, IN 46816	5920 KENT RO, FORT WAYNE, IN 46816			X	Pending	
49		OENNIS & CONNIE KUMFER	5922 KENT RD, FORT WAYNE, IN 46816	5922 KENT RO, FORT WAYNE, IN 46816			X		
50		GARY F & MARILYN L REINKE	6002 KENT RD, FORT WAYNE, IN 46816	5512 PLEASANT CENTER RD, YODER, IN 46798			X		
51		MELINDA J PEPPLER	6010 KENT RD, FORT WAYNE, IN 46816	6010 KENT RO, FORT WAYNE, IN 46816			X	Pending	
52		NICHOLAS P VIGGIANO	6016 KENT RD, FORT WAYNE, IN 46816	P.O. BOX 602, NEW HAVEN, IN 46774			X		
53		BETTY J & JOHN W FULLER	6022 KENT RD, FORT WAYNE, IN 46816	6022 KENT RO, FORT WAYNE, IN 46816			X		
54		MARK W & ELIZABETH A RESOR	6030 KENT RD, FORT WAYNE, IN 46816	3108 MORELL DR, FORT WAYNE, IN 46809			X	Pending	
55		TODO W FOWLER	6106 KENT RD, FORT WAYNE, IN 46816	6106 KENT RO, FORT WAYNE, IN 46816			X	Pending	
56		TES PROPERTIES LLC	6202 KENT RD, FORT WAYNE, IN 46816	P.O. BOX 5464, FORT WAYNE, IN 46895			X		
57		LEX PROPERTY MGT. LLC.	6222 KENT RD, FORT WAYNE, IN 46816	1418 CHESTNUT AVE., VOORHEES, NJ 08043			X	Pending	
58		OARLENE NORDEN	6226 KENT RD, FORT WAYNE, IN 46816	6226 KENT RO, FORT WAYNE, IN 46816			X		
59		JASON & JENNIFER L. MCCLOSKEY	6232 KENT RD, FORT WAYNE, IN 46816	6232 KENT RO, FORT WAYNE, IN 46816			X	Pending	
60		AUNG THAN & SU LIN LIN OO	6205 MAYFAIR RO, FORT WAYNE, IN 46816	6205 MAYFAIR RD, FORT WAYNE, IN 46816			X		
61		AYE KHAING	6211 MAYFAIR RD, FORT WAYNE, IN 46816	6211 MAYFAIR RD, FORT WAYNE, IN 46816			X		
62		RICHAROT. KAUOGH	6212 MAYFAIR RO, FORT WAYNE, IN 46816	7800 3RO AVE S, ST. PETERSBURG, FL 33707			X		
63		BIG CORN LLC	6202 MAYFAIR RD, FORT WAYNE, IN 46816	3608 N BEATON ST, CORSICANA, TX 75110			X	Pending	
64		JOSEPH O. NORTH & JANICE K. NIELSEN	6225 MAYFAIR RO, FORT WAYNE, IN 46816	8432 PEMBER BROOK OR, FORT WAYNE, IN 46804			X		
65		PAULA M. SOSENHEIMER	6226 MAYFAIR RD, FORT WAYNE, IN 46816	6226 MAYFAIR RD, FORT WAYNE, IN 46816			X		
66		KIRSTEN E. ECKERT	6232 MAYFAIR RD, FORT WAYNE, IN 46816	1007 EDGEWATER AVE, FORT WAYNE, IN 46805			X		2014033740
67		ADAM C. SPIETH	6233 MAYFAIR RO, FORT WAYNE, IN 46816	6233 MAYFAIR RD, FORT WAYNE, IN 46816			X		
68		ALEX AYALA	6306 MAYFAIR RD, FORT WAYNE, IN 46816	6306 MAYFAIR RD, FORT WAYNE, IN 46816			X	Pending	
69		ROONEY JEFFERS	6310 MAYFAIR RD, FORT WAYNE, IN 46816	6310 MAYFAIR RD, FORT WAYNE, IN 46816			X		
70		DIANA J. MCINTOSH	6316 MAYFAIR RD, FORT WAYNE, IN 46816	6316 MAYFAIR RD, FORT WAYNE, IN 46816			X		
71		OONALO S. & CHERYLL A. MCKAY	5910 OAKMONT RD, FORT WAYNE, IN 46816	5910 OAKMONT RO, FORT WAYNE, IN 46816			X		
72		CHAD A. SPRUNGER	5911 OAKMONT RD, FORT WAYNE, IN 46816	11323 CANTER CT, FORT WAYNE, IN 46845			X		
73		FRIOLEY PROPERTIES LLC	5915 OAKMONT RD, FORT WAYNE, IN 46816	1619 HOLLISTON TRL, FORT WAYNE, IN 46825			X	Pending	

AUBURN ROAD - SOUTHWAY DRIVE STORMWATER IMPROVEMENTS

RESOLUTION NO. 83358

RESOLUTION BY THE BOARD OF STORMWATER MANAGEMENT of the City of Fort Wayne, Indiana that:

Orders the construction of approximately 40 LF of RCP, 870 LF of Corrugated HDPE, all appurtenant structures, and 470 LF of swale and ditch grading located near the intersection of Auburn Road and Southway Drive to improve the areas storm drainage system.

Said improvements with all their appurtenances shall be constructed in accordance with the plans and specifications titled, Auburn Road - Southway Drive Stormwater Improvements.

Declares the cost of the said improvements shall be paid by the funds from the property owners (Barrett Law) and the Fort Wayne Storm Utility (Revenue).

Declares the project is necessary for the protection of public health and welfare of the in habitants of the area and the safeguarding of property within the area.

Declares that this project is of public utility benefit.

Declares Board of Public Works will acquire the property rights described in Attachment "A" (Property Acquisition Summary Sheet).

States cost associated with the purchase of land associate with this project described in Attachment "A" (Property Acquisition Summary Sheet).

Declares the engineer's estimate of the project's total cost is $132,700.

APPROVED THIS 20th DAY OF August, 2014.

BOARD OF STORMWATER MANAGEMENT

BY: _____
Robert P. Kennedy, Chairman

BY: _____
Mike Avila, Member

BY: _____
Matthew Wirtz, Member

ATTEST: Victoria Edwards
Victoria Edwards, Clerk

ATTACHMENT "A" - PROPERTY ACQUISITION SUMMARY

PARCEL NO.	OWNER	PROPERTY ADDRESS	SHEET NUMBER	SOURCE OF TITLE DEED RECORD NUMBER	SEWER AND DRAINAGE EASEMENT	TEMPORARY CONSTRUCTION EASEMENT	COST	EASEMENT DOCUMENT NUMBER
1	Swain Jason & Erin L	10920 Auburn Road	4	2008039243	x		$ 4,700.00	2014019357
2	Filson Sherry L	10918 Westmore Court	3	2007046370	x	x	$ 385.00	2014022785
3	Washburn Lisa M	10926 Westmore Court	3	2013011760	x	x	$ 870.00	2014025121
4	Guisinger Angela M & Travis W	10935 Westmore Court	3	2012051324	x	x	$ 530.00	2014020857

WPCP CHEMICALLY ENHANCED PRIMARY TREATMENT IMPROVEMENTS
RESOLUTION NO. 0002-2013

RESOLUTION BY THE BOARD OF PUBLIC WORKS of the City of Fort Wayne, Indiana that:

Said improvements with all their appurtenances shall be constructed in accordance with the plans and specifications titled,

Water Pollution Control Plant Chemically Enhanced Primary Treatment Improvements, Resolution Number 0002-2013

Declares the cost of the said improvements shall be paid by the funds from the Fort Wayne Sewer Utility (Bond).

Declares the project is necessary for the protection of public health and welfare of the in habitants of the area and the safeguarding of property within the area.

Declares that this project is of public utility benefit.

Declares Board of Public Works will not acquire additional property rights associated with this project.

States there is no purchase of any land associated with this project.

Declares the engineer's estimate of the project's total cost is $1,700,000.00.

APPROVED THIS 27th DAY OF August, 2014.

BOARD OF PUBLIC WORKS

BY: _____
Robert P. Kennedy, Chairman

BY: Mike Avila
Mike Avila, Member

BY: _____
Kumar Menon, Member

ATTEST: Victoria Edwards
Victoria Edwards, Clerk

IMPROVEMENT RESOLUTION NO. #101-8-27-14-1

1903 Saint Mary's Avenue
WORK ORDER NO.

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA.

That it is deemed necessary to improve: 1903 Saint Mary's Avenue

Demolition of former Franklin School located at 1903 Saint Mary's Ave. Building is in excess of 75,000 sq ft. vacant, and in a state of general disrepair. The City intends to demolish the structure and raze all site improvements (leaving sidewalk in right of way) for neighborhood stabilization and utilize the site for a future public park space.

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 27th day of August, 2014.

BOARD OF PUBLIC WORKS

Robert Kennedy, Chairman

Mike Avila, Member

Kumar Menon, Member

ATTEST: Victoria Edwards
Victoria Edwards, Clerk

NAME OF PROJECT
RESOLUTION NO. 66252

RESOLUTION BY THE BOARD OF PUBLIC WORKS of the City of Fort Wayne, Indiana that:

Includes the installation of approximately 5300 LF of 24-inch water main extension and associated valves, fire hydrants, and other appurtenances.

Said improvements with all their appurtenances shall be constructed in accordance with the plans and specifications titled, "Smith Road Water Main Extension (Airport Expy to Indianapolis Rd)"

Declares the cost of the said improvements shall be paid by the funds from the Fort Wayne Future Water Bond.

Declares the project is necessary for the protection of public health and welfare of the in habitants of the area and the safeguarding of property within the area.

Declares that this project is of public utility benefit.

States there is an $18,680 cost associated with the purchase of land associated with this project.

Declares the engineer's estimate of the project's total cost is $1,025,000.

APPROVED THIS 27th DAY OF August, 2014.

BOARD OF PUBLIC WORKS

BY: _____
Robert P. Kennedy, Chairman

BY: Mike Avila
Mike Avila, Member

BY: _____
Kumar Menon, Member

ATTEST: Victoria Edwards
Victoria Edwards, Clerk

Royal Oak Park WMR
RESOLUTION NO. 66289

RESOLUTION BY THE BOARD OF PUBLIC WORKS of the City of Fort Wayne, Indiana that:

Includes the installation of 8,364 Lf of 6-inch and 1,750 Lf of 12-inch water main replacement and associated hydrants, valves, and all other appurtenances.

Said improvements with all their appurtenances shall be constructed in accordance with the plans and specifications titled, "Royal Oak Park WMR"

Declares the cost of the said improvements shall be paid by the funds from the property owners (Barrett Law) and the Fort Wayne _____ Utility (Revenue).

Declares the project is necessary for the protection of public health and welfare of the in habitants of the area and the safeguarding of property within the area.

Declares that this project is of public utility benefit.

Declares Board of Public Works will acquire the property rights described in Attachment "A" (Property Acquisition Summary Sheet).

States there are no cost associated with the purchase of any land associate with this project.

Declares the engineer's estimate of the project's total cost is $862,000.00.

APPROVED THIS 27th DAY OF August, 2014.

BOARD OF PUBLIC WORKS

BY: _____
Robert P. Kennedy, Chairman

BY: Mike Avila
Mike Avila, Member

BY: _____
Kumar Menon, Member

ATTEST: Victoria Edwards
Victoria Edwards, Clerk

PLANT 1 EAST UPPERS – TOP SLAB CONCRETE REPAIRS
EMERGENCY RESOLUTION NO. _____66394_____

RESOLUTION BY THE BOARD OF PUBLIC WORKS of the City of Fort Wayne, Indiana that:

WHEREAS, Water Filtration Plant1 was built in 1932, and

WHEREAS, a concrete lid on the East upper process tank is severely deteriorated, and

WHEREAS, the concrete lid must be replaced to maintain required treatment processes, and

WHEREAS, time is of the essence, and

WHEREAS, the estimated cost of this project is $675,000.

NOW THEREFORE, The Board of Public Works hereby declares an emergency exists for said repairs and orders the Purchasing Department to issues an EMERGENCY PURCHASE ORDER.

APPROVED THIS 3rd DAY OF September, 2014.

BOARD OF PUBLIC WORKS

BY: _____
Robert P. Kennedy, Chairman

BY: Mike Avila
Mike Avila, Member

BY: _____
Kumar Menon, Member

ATTEST: Victoria Edwards
Victoria Edwards, Clerk

IMPROVEMENT RESOLUTION NO. 12458

SOUTH ANTHONY WALKS
WORK ORDER NO. 12458

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA.

That it is deemed necessary to improve: THE CONTRACTOR SHALL FURNISH ALL LABOR, INSURANCE, EQUIPMENT, MATERIALS AND POWER FOR THE COMPLETE PERFORMANCE OF THE FOLLOWING PROJECT, AS FOLLOWS: SOUTH ANTHONY BLVD, FROM CREIGHTON AVE. TO R/R VIADUCT ON EAST SIDE; BY RECONSTRUCTION OF EXISTING CONCRETE WALK, UP-GRADED ADA RAMPS, DRIVE APPROACHES, CASTING ADJUSTMENT TO STORM SEWER STRUCTURES, ASPHALT PATCHING, TOPSOIL AND HYDRO-SEED RESTORATION.

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 10th day of September, 2014.

BOARD OF PUBLIC WORKS

Robert Kennedy, Chairman

Mike Avila, Member

Kumar Menon, Member

ATTEST: Victoria Edwards
Victoria Edwards, Clerk

ESTIMATE OF QUANTITIES

RES. NO.: 12458
W.O. NO.: 12458

proj: South Anthony Curbface Walks

Bid Estimate: $43,016.00
estimated e&i: $10,669.00
Total estimate: $53,685.00

Date: 8/29/2014

ITEM NO.	ITEM	PLAN QTY	UNIT	UNIT PRICE ($)	AMOUNT ($)
1	Removal of Concrete	375	SY	$7.00	$2,625.00
2	Concrete Wingwalks and Ramps	54	SY	$40.00	$2,160.00
3	Concrete Pavement for Residential Drive Approach (6")	18	SY	$32.00	$576.00
4	Concrete Pavemet for Commercial Drive Appproach (8")	50	SY	$40.00	$2,000.00
5	Removal of Curb	287	LF	$7.00	$2,009.00
6	Concrete Curbface Sidewalk (6")	420	SY	$35.00	$14,700.00
7	Bedcourse Material	65	TN	$15.00	$975.00
8	Concrete Walk, 4"	10	SY	$30.00	$300.00
9	ADA Solutions, Armor-Tile, or Approved Equal "Replaceable" 2' X 5' Composite, Wetset, Tactile Warning Surface Unit	4	EA	$200.00	$800.00
10	Adjust Casting to Grade	4	EA	$100.00	$400.00
11	Top Soil	7	TN	$25.00	$175.00
12	Hydroseeding with Hydrostick or Approved Equivalent Polymer for Erosion and Sediment Control	90	SY	$2.00	$180.00
13	Concrete Curb, Type III (Behind walk)	89	LF	$25.00	$2,225.00
14	Sediguard Inlet Protection Device of Approved Equivalent for Sediment Control	4	EA	$50.00	$200.00
15	Clearing and Grubbing	3.5	STA	$300.00	$1,050.00
16	Asphalt/Concrete Pavement Patching	66	SY	$25.00	$1,650.00
17	Common Excavation	40	CY	$25.00	$1,000.00
18	Work Allowance	1	LS	$1,000.00	$1,000.00
19	Construction Sign, Type-A	8	EA	$50.00	$400.00
20	Mobilization/Demobilization	1	LS	$1,980.00	$1,980.00
21	Maintenance of Traffic	1	LS	$1,580.00	$1,580.00
22	Type "O" Compacted Aggregate for Drives, No. 53	6	TN	$20.00	$120.00
23	Neenah Trench Drain, R-4995-B2, 8' Length	1	EA	$2,000.00	$2,000.00
24	Line, Paint, Center, Yellow, 4"	1200	LF	$0.50	$600.00
25	Line, Paint, Solid, White, 4"	500	LF	$0.50	$250.00
26	Line Remove	1480	LF	$0.75	$1,110.00
27	Pavement Message Marking Remove "ONLY"	4	EA	$100.00	$400.00
28	Pavement Message Marking Remove, Arrow	4	EA	$50.00	$200.00
29	Line, Paint, Crosswalk, 6"	100	LF	$0.75	$75.00
30	Line, Paint, Stop Bar, 24"	48	LF	$0.75	$36.00
31	Pavement Marking, Arrow, Paint	2	EA	$75.00	$150.00

BID

CONTRACTOR:

proj: South Anthony Curbface Walks

RES. NO.: 12458
W.O. NO.: 12458

TOTAL BID AMT: _____

Note: Contractor will be paid on measured quantities only at unit price bid. Any form of correction within the area of unit prices, extensions, or total on this bid must be initialed by the bidder and will be noted at the time of opening.

required completion date: December 1, 2014

Bid Date:

Contractors Signature

ITEM NO.	ITEM	PLAN QUANTITY	UNIT	UNIT PRICE ($)	AMOUNT ($)
1	Removal of Concrete	375	SY		
2	Concrete Wingwalks and Ramps	54	SY		
3	Concrete Pavement for Residential Drive Approach (6")	18	SY		
4	Concrete Pavemet for Commercial Drive Appproach (8")	50	SY		
5	Removal of Curb	287	LF		
6	Concrete Curbface Sidewalk (6")	420	SY		
7	Bedcourse Material	65	TN		
8	Concrete Walk, 4"	10	SY		
9	ADA Solutions, Armor-Tile, or Approved Equal "Replaceable" 2' X 5' Composite, Wetset, Tactile Warning Surface Unit	4	EA		
10	Adjust Casting to Grade	4	EA		
11	Top Soil	7	TN		
12	Hydroseeding with Hydrostick or Approved Equivalent Polymer for Erosion and Sediment Control	90	SY		
13	Concrete Curb, Type III (Behind walk)	89	LF		
14	Sediguard Inlet Protection Device of Approved Equivalent for Sediment Control	4	EA		
15	Clearing and Grubbing	3.5	STA		
16	Asphalt/Concrete Pavement Patching	66	SY		
17	Common Excavation	40	CY		
18	Work Allowance	1	LS	$1,000.00	
19	Construction Sign, Type-A	8	EA		
20	Mobilization/Demobilization	1	LS		
21	Maintenance of Traffic	1	LS		
22	Type "O" Compacted Aggregate for Drives, No. 53	6	TN		
23	Neenah Trench Drain, R-4995-B2, 8' Length	1	EA		
24	Line, Paint, Center, Yellow, 4"	1200	LF		
25	Line, Paint, Solid, White, 4"	500	LF		
26	Line Remove	1480	LF		
27	Pavement Message Marking Remove "ONLY"	4	EA		
28	Pavement Message Marking Remove, Arrow	4	EA		
29	Line, Paint, Crosswalk, 6"	100	LF		
30	Line, Paint, Stop Bar, 24"	48	LF		
31	Pavement Marking, Arrow, Paint	2	EA		
32	Backfill Behind Curbface Walk	18	TN		

2015 CIPP PKG 1 – SMALL & MEDIUM DIAMETER
WO#76049

RESOLUTION BY THE BOARD OF PUBLIC WORKS of the City of Fort Wayne, Indiana that:

The Contractor shall furnish all labor, materials, supplies, and equipment required to perform the following:

> Rehabilitation of approximately 106,000 LF of small and medium diameter (8-36 inch) sanitary and combined sewer by means of a cured-in-place pipe method.

Said improvements, with all their appurtenances, shall be constructed in accordance with the specifications titled, **2015 CIPP Pkg 1 – Small & Medium Diameter**.

Declares the cost of the said improvements shall be paid by the funds from the State Revolving Fund.

Declares the project is necessary for the protection of public health and welfare of the inhabitants of the area and the safeguarding of property within the area.

Declares that this project is of public utility benefit.

States that no additional costs will be associated with the purchase of any land associate with this project.

Declares the estimate of the project's total cost of **$5,693,000.**

APPROVED THIS 10th **DAY OF** September**, 2014.**

BOARD OF PUBLIC WORKS

BY: _____
Robert P. Kennedy, Chair

BY: _____
Kumar Menon, Member

BY: _____
Mike Avila, Member

ATTEST: Victoria Edwards
Victoria G. Edwards, Clerk

A RESOLUTION OF THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA CONFIRMING RESOLUTION 101-8-20-14-1 OF THE BOARD OF PUBLIC WORKS APPROPRIATING AND CONDEMNING REAL PROPERTY FOR USE BY THE CITY OF FORT WAYNE, INDIANA, AS PART OF THE TAYLOR-HALE SEWER SEPARATION PROJECT, PHASE ONE

RESOLUTION NUMBER 101-9-17-14-1

WHEREAS, the Board of Public Works ("Board") of the City of Fort Wayne, Indiana ("City") adopted Resolution Number 101-8-20-14-1 on August 20, 2014; and

WHEREAS, Resolution Number 101-8-20-14-1 initiated administrative condemnation and appropriation of one (1) permanent easement and one (1) temporary easement, respectively, in accordance with Indiana Code (I.C.) 32-24-2 for the installation of a storm drainage system on, across, and under portions of the one (1) property listed in the attached Exhibit "A" as part of the Taylor-Hale Sewer Separation Project, Phase One; and

WHEREAS, the Board set September 10, 2014 at 10:00 o'clock A.M., as the date and time for the Board to hear remonstrance against said condemnation and appropriation; and

WHEREAS, in accordance with I.C. 32-24-2, the Board published notice of said condemnation and appropriation, as well as the date and time of the remonstrance hearing, in local newspapers of general circulation for two (2) consecutive weeks following August 20, 2010; and

WHEREAS, the Board held a condemnation and appropriation remonstrance hearing on September 10, 2014 at 10:00 o'clock A.M., being no sooner than ten (10) days following the last published notice of said hearing in accordance with I.C. 32-24-2, at which time the Board was willing to receive and hear remonstrance from persons interested in or affected by the proceeding; and

WHEREAS, there were no written or verbal remonstrance against said condemnation and appropriation presented.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA, AS FOLLOWS:

1. That the Board finds public benefit and utility in the installation of the storm drainage system on, across, and under portions of the one (1) property listed in the attached Exhibit "A" as part of the Taylor-Hale Sewer Separation Project, Phase One.

2. That the Board finds that the condemnation and appropriation of the one (1) permanent easement and one (1) temporary easement, respectively, on, across, and under portions of the one (1) property listed in the attached Exhibit "A" is necessary to protect the public health, safety, and welfare.

3. That the Board hereby AFFIRMS the condemnation and appropriation initiated by Resolution Number 101-8-20-14-1.

4. That the Board finds the appraised values of the one (1) permanent easement and one (1) temporary easement, respectively, listed in the attached Exhibit "A" to be accurate and fair market values for the easements.

5. That the Board hereby awards the damage amounts listed in the attached Exhibit "A" to the property owner(s).

6. That the Board, being unable to find or make personal contact with the property owner(s), shall authorize the Clerk of the Board to publish notice of the damage awards in the local newspapers of general circulation for three (3) consecutive weeks. Said notice will also include the date for a hearing at which the property owner(s) may remonstrate against said awards.

7. That the Board sets Wednesday October 15, 2014, at 10:00 o'clock A.M. as the date and time at which the Board will receive or hear remonstrance from the property owner(s) listed in the attached Exhibit "A" regarding the amount of damages awarded by the Board according to Resolution Number 101-9-17-14-1. The said date and time are at least ten (10) days after the last publication required under I.C. 32-24-2-8.

This Resolution shall be in full force and effect from and after its adoption by the Board of Public Works of the City of Fort Wayne, Indiana.

(SIGNATURES BEGIN ON NEXT PAGE)

(REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

APPROVED this 17th day of September, 2014.

BOARD OF PUBLIC WORKS

By: _____
Robert P. Kennedy, Chair

By: _____
Kumar Menon, Member

By: Mike Avila
Mike Avila, Member

Attest: Victoria Edwards
Victoria Edwards, Clerk

Prepared by: DeWayne J. Nodine, City of Fort Wayne, Program Manager, Capital Project Services

ACKNOWLEDGEMENT

STATE OF INDIANA)
) **SS**
COUNTY OF ALLEN)

Before me, a Notary Public, in and for said County and State personally appeared Robert P. Kennedy, Kumar Menon, and Mike Avila, as Members of the Board of Public Works of the City of Fort Wayne, and Victoria Edwards, Clerk of the Board of Works, and acknowledged the execution of the foregoing contract as and for their voluntary act and deed for the uses and purposes therein contained.

WITNESS my hand and notarial seal this 17th day of September, 2014.

Lindsay K Haggerty
Notary Public

My Commission Expires:

12/02/2020

Resident of Allen County

Lindsay K Haggerty
Printed Name of Notary

Lindsay K Haggerty
Notary Public Seal State of Indiana
Allen County
My Commission Expires 12/02/2020

EXHIBIT "A"

Affected Property Owner and Mailing Address – Easement #1 of 1:

Helen F. Martin-Carter Revocable Trust
Roxann Nieno, Trustee of the Helen F. Martin-Carter Revocable Trust
2609 Broadway
Fort Wayne, IN 46807

Legal Description of Affected Property (per Document No. 206039931):

A part of Lot Number 18 in Brackenridge Third Addition to the City of Fort Wayne, Indiana, described as follows: Beginning at a point in the South line of Hale Avenue, three hundred forty-three (343) feet Northeast from the point of intersection of the south line of Hale Avenue and the east line of Juliette Street, said point being one hundred fifty-four and fife tenths (154.5) feet Northeast from the northeast corner of Lot No. 5 of Anna Dolan's Subdivision; thence South two hundred fifty-eight and three tenths (258.3) feet to a point in the south line of Lot No. 18 of Brackenridge's 3rd Subdivision aforesaid three hundred thirty-four (334) feet East of the east line of Juliette Street aforesaid, said point being one hundred fifty-two (152) feet East of the southeast corner of Lot No. 5 of said Anna Dolan's Subdivision; thence East thirty-two (32) feet to the west bank of the St. Mary's River; thence North along the west bank of said river to a point in the south line of Hale Avenue; thence Southwesterly along the south line of Hale Avenue fifty (50) feet to the place of beginning.

Approximate Size of Permanent Easement: 2,609 square feet

Legal Description of Permanent Easement:

Part of Lot Number 18 in Brackenridge's Third Subdivision in the City of Fort Wayne, Allen County, Indiana, more particularly described as follows: Commencing at the Northeast corner of Lot Number 5 in Anna Dolan Addition, according to the plat thereof, recorded in Plat Record 9, page 94 in the Office of the Recorder of Allen County, Indiana; thence North 74 degrees 03 minutes 00 seconds East (state plane bearing and basis of bearings to follow), a distance of 143.78 feet along the South right-of-way line of Hale Avenue; thence North 87 degrees 50 minutes 01 seconds East, a distance of 13.27 feet along said South right-of-way line to the West line of an existing tract described in Document Number 206039931 in the Office of the Recorder of Allen County, Indiana; said point also being the POINT OF BEGINNING of the herein described easement; thence continuing North 87 degrees 50 minutes 01 seconds East, a distance of 70.74 feet along said South right-of-way line to the East line of said existing tract; also being the West bank of the St. Mary's River; thence South 02 degrees 30 minutes 53 seconds West, a distance of 29.73 feet along said East line and said West bank; thence South 05 degrees 02 minutes 29 seconds West, a distance of 10.28 feet along said East line and said West bank; thence North 88 degrees 06 minutes 35 seconds West, a distance of 68.23 feet to the West line of said exiting tract; thence North 00 degrees 28 minutes 22 seconds West,

a distance of 35.02 feet along said West line to the Point of Beginning. Containing 0.060 acres (2,609 square feet), more or less. Subject to easements of record.

Approximate Size of Temporary Easement: 677 Square Feet

Legal Description of Temporary Easement:

Part of Lot Number 18 in Brackenridge's Third Subdivision in the City of Fort Wayne, Allen County, Indiana, more particularly described as follows: Commencing at the Northeast corner of Lot Number 5 in Anna Dolan Addition, according to the plat thereof, recorded in Plat Record 9, page 94 in the Office of the Recorder of Allen County, Indiana; thence North 74 degrees 03 minutes 00 seconds East (state plane bearing and basis of bearings to follow), a distance of 143.78 feet along the South right-of-way line of Hale Avenue; thence North 87 degrees 50 minutes 01 seconds East, a distance of 84.01 feet along said South right-of-way line to the West bank of the St. Mary's River, said point also being the East line of an existing tract described in Document Number 206039931 in the Office of the Recorder of Allen County, Indiana, thence South 02 degrees 30 minutes 53 seconds West, a distance of 29.73 feet along said East line and said West bank; thence South 05 degrees 02 minutes 29 seconds West, a distance of 10.28 feet along said East line and said West bank to the POINT OF BEGINNING of the herein described easement; thence continuing South 05 degrees 02 minutes 29 seconds West, a distance of 10.02 feet along said East line and said West bank; thence North 88 degrees 06 minutes 35 seconds West, a distance of 67.27 feet to the West line of said existing tract; thence North 00 degrees 28 minutes 22 seconds West, a distance of 10.01 feet along said West line; thence South 88 degrees 06 minutes 35 seconds East, a distance of 68.23 feet to the Point of Beginning. Containing 0.016 acres (677 square feet), more or less. Subject to easements of record.

Total Appraised Value of Easements: $595

Last Deed of Record per the Office of the Recorder of Allen County, Indiana:
Document Number 206039931

MISCELLANEOUS RESOLUTION NO. 101-9-17-14-2

RESOLUTION: ACCEPTANCE OF PRELIMINARY ENGINEERING REPORT

WHEREAS, the Board of Public Works of the City of Fort Wayne, Allen County, Indiana, has caused a Preliminary Engineering Report, PER, dated **August 1, 2014**, to be prepared by the consulting firm of HomeTown Engineering, LLC; and

WHEREAS, said PER and subsequent revisions have been presented to the public at a public hearing held on **August 13, 2014**, in the Council Chambers, Room 035, Citizens Square, 200 East Main Street, Fort Wayne, Indiana, for public comment; and

WHEREAS, the Board of Public Works finds that there was not sufficient evidence presented in objection to the recommended projects in the PER.

NOW, THEREFORE BE IT RESOLVED THAT:

1. The City of Fort Wayne PER dated **August 1, 2014 with revisions dated August 6, 2014** be approved and adopted by the Board of Public Works; and

2. Said PER be submitted to the State Revolving Fund Loan Program for review and approval.

PASSED AND ADOPTED by the City of Fort Wayne's Board of Public Works this **17h day of September, 2014**, at its regularly scheduled meeting.

FORT WAYNE BOARD OF PUBLIC WORKS
BY AND THROUGH ITS BOARD MEMBERS

BY: _____
Robert P. Kennedy, Chairman

BY: _____
Mike Avila, Member

BY: _____
Kumar Menon, Member

ATTEST: _____
Victoria G. Edwards, Clerk

BECKETT'S RUN STREAM RELOCATION IMPROVEMENTS
RESOLUTION NO. 83228

RESOLUTION BY THE BOARD OF STORMWATER MANAGEMENT of the City of Fort Wayne, Indiana that:

The project consists of relocating approximately 3,000 LF of Beckett's Run stream channel through the construction of a new channel with associated plantings, wetlands and armoring, installation of approximately 100 LF of 10" sanitary sewer and the abandonment of existing sanitary siphons, installation of approximately 400 LF of 16" water main, construction of a bridge in Salomon Farm, installation of underdrains, and abandonment of the existing Beckett's Run channel adjacent to Till Road.

Said improvements with all their appurtenances shall be constructed in accordance with the plans and specifications titled, **Beckett's Run Stream Relocation Improvements.**

Declares the cost of the said improvements shall be paid by the funds from the Fort Wayne Storm Utility Revenue.

Declares the project is necessary for the protection of public health and welfare of the in habitants of the area and the safeguarding of property within the area.

Declares that this project is of public utility benefit.

Declares Board of Public Works will acquire the property rights described in Attachment "A" (Property Acquisition Summary Sheet).

States there is a $258,375.00 cost associated with the purchase of any land associate with this project.

Declares the engineer's estimate of the project's total cost is $3,140,000.

APPROVED THIS 17th DAY OF September, 2014.

BOARD OF STORMWATER MANAGEMENT

BY: _____
Robert P. Kennedy, Chairman

BY: Mike Avila
Mike Avila, Member

BY: _____
Matthew A. Wirtz, Member

ATTEST: Victoria Edwards
Victoria Edwards, Clerk

ATTACHMENT "A" - PROPERTY ACQUISITION SUMMARY

PARCEL NO.	OWNER	PROPERTY ADDRESS	SHEET NUMBER	SOURCE OF TITLE DEED RECORD NUMBER	FEE SIMPLE OWNERSHIP	SEWER AND DRAINAGE EASEMENT	TEMPORARY CONSTRUCTION EASEMENT	COST	EASEMENT DOCUMENT NUMBER
1	Jimjac Arabian Farm, Llc	1240 W. Till Road		205010725	N/A	X	N/A	$ 5,800.00	2012043921
2	James R. Dalgard	1118 W. Till Road		990082303	2011060799	N/A	N/A	$ 252,575.00	N/A

TO: Victoria Edwards - Board of Public Works

FROM: Darlene Backs – City Utilities Financial Services

DATE: September 12, 2014

RE: 2012 Sewer State Revolving Fund Loan A Disbursements

Please include the following **2012 Sewer SRF disbursements** with the City Utilities vendor payments.

City Utilities Engineering is requesting the Board of Public Works to approve the following payments in the amount of **$61,915.00.** These payments will be made with the 2012 Sewage Works State Revolving Fund Loan Program. These expenses are for the Treatment Capacity Improvements design project and the Long Term Control Plan Program Management assistance.

Draw 191	D L Z	$18,172.00
Draw 192	Donohue & Associates	42,835.00
Draw 193	CH2M Hill Engineers	908.00
	Total Payments	**$61,915.00**

Robert P. Kennedy, Chairman

Kumar Menon, Member

Mike Avila, Member

September 17, 2014
Date

TO: Victoria Edwards - Board of Public Works

FROM: Darlene Backs – City Utilities Financial Services

DATE: September 12, 2014

RE: 2014 Sewer State Revolving Fund Loan A Disbursements

Please include the following **2014 Sewer SRF– A disbursements** with the City Utilities vendor payments.

City Utilities Engineering is requesting the Board of Public Works to approve the following payments in the amount of **$488,743.00.** These payments will be made with the 2014 Sewage Works State Revolving Fund Loan Program. These expenses are for the Three Rivers Protection & Overflow Reduction Tunnel (3RPORT) and PER Preparation.

Draw 3	CH2M Hill Engineers	$ 34,084.00
Draw 4	Arcadis US Inc.	178,011.00
Draw 5	C.U. – Ft. Wayne Municipal Sewage Works	25,376.00
Draw 6	Black & Veatch Corp.	251,272.00
	Total Payments	**$488,743.00**

Robert P. Kennedy, Chairman

Kumar Menon, Member

Mike Avila

Mike Avila, Member

September 17, 2014

Date

2015 CIPP PKG 2 – SMALL & MEDIUM DIAMETER
WO#76050

RESOLUTION BY THE BOARD OF PUBLIC WORKS of the City of Fort Wayne, Indiana that:

The Contractor shall furnish all labor, materials, supplies, and equipment required to perform the following:

> Rehabilitation of approximately 50,000 LF of small and medium diameter (8-24 inch) sanitary and combined sewer by means of a cured-in-place pipe method.

Said improvements, with all their appurtenances, shall be constructed in accordance with the specifications titled, **2015 CIPP Pkg 2 – Small & Medium Diameter**.

Declares the cost of the said improvements shall be paid by the funds from the State Revolving Fund.

Declares the project is necessary for the protection of public health and welfare of the inhabitants of the area and the safeguarding of property within the area.

Declares that this project is of public utility benefit.

States that no additional costs will be associated with the purchase of any land associate with this project.

Declares the estimate of the project's total cost of **$2,416,000.**

APPROVED THIS 24th **DAY OF** September**, 2014.**

BOARD OF PUBLIC WORKS

BY: _____
Robert P. Kennedy, Chair

BY: _____
Kumar Menon, Member

BY: Mike Avila
Mike Avila, Member

ATTEST: Victoria Edwards
Victoria G. Edwards, Clerk

2015 CIPP PKG 3 – SMALL & MEDIUM DIAMETER
WO#76058

RESOLUTION BY THE BOARD OF PUBLIC WORKS of the City of Fort Wayne, Indiana that:

The Contractor shall furnish all labor, materials, supplies, and equipment required to perform the following:

> Rehabilitation of approximately 67,000 LF of small and medium diameter (8-36 inch) sanitary and combined sewer by means of a cured-in-place pipe method.

Said improvements, with all their appurtenances, shall be constructed in accordance with the specifications titled, **2015 CIPP Pkg 3 – Small & Medium Diameter**.

Declares the cost of the said improvements shall be paid by the funds from the State Revolving Fund.

Declares the project is necessary for the protection of public health and welfare of the inhabitants of the area and the safeguarding of property within the area.

Declares that this project is of public utility benefit.

States that no additional costs will be associated with the purchase of any land associate with this project.

Declares the estimate of the project's total cost of **$2,935,000.**

APPROVED THIS 1st **DAY OF** October**, 2014.**

BOARD OF PUBLIC WORKS

BY: _____
Robert P. Kennedy, Chair

BY: _____
Kumar Menon, Member

BY: Mike Avila
Mike Avila, Member

ATTEST: Victoria Edwards
Victoria G. Edwards, Clerk

TO: Victoria Edwards - Board of Public Works

FROM: Darlene Backs – City Utilities Financial Services

DATE: September 29, 2014

RE: 2011 Water State Revolving Fund Loan - B Disbursement

Please include the following **2011 Water SRF - B disbursement** with the City Utilities vendor payments.

City Utilities Engineering is requesting the Board of Public Works to approve the following payment in the amount of **$3,338.00.** This payment will be made with the 2011 Waterworks B State Revolving Fund Loan Program. This expense is for the Northwest Pumps 4 & 5.

Draw 182	H N T B – Great Lakes Division	$3,338.00

Robert P. Kennedy, Chairman

Kumar Menon, Member

Mike Avila, Member

October 1, 2014
Date

Gaywood–Warsaw Area Water Main Replacement
RESOLUTION NO. 66299

RESOLUTION BY THE BOARD OF PUBLIC WORKS of the City of Fort Wayne, Indiana that:

Includes the installation of 21,395 Lf of 6-inch water main replacement, associated hydrants, valves, and all other appurtenances.

Said improvements with all their appurtenances shall be constructed in accordance with the plans and specifications titled, "Gaywood-Warsaw Area Water Main Replacement"

Declares the cost of the said improvements shall be paid by the funds from the property owners (Barrett Law) and the Fort Wayne _____ Utility (Revenue).

Declares the project is necessary for the protection of public health and welfare of the in habitants of the area and the safeguarding of property within the area.

Declares that this project is of public utility benefit.

Declares Board of Public Works will acquire the property rights described in Attachment "A" (Property Acquisition Summary Sheet).

States there are no cost associated with the purchase of any land associate with this project.

Declares the engineer's estimate of the project's total cost is $1,870,000.00.

APPROVED THIS 8th DAY OF October, 2014.

BOARD OF PUBLIC WORKS

BY: _____
Robert P. Kennedy, Chairman

BY: Mike Avila
Mike Avila, Member

BY: _____
Kumar Menon, Member

ATTEST: Victoria Edwards
Victoria Edwards, Clerk

THOMPSON HUESTIS MAPLE STORM SEWER EXTENSION
WO#75603

RESOLUTION BY THE BOARD OF PUBLIC WORKS of the City of Fort Wayne, Indiana that:

The Contractor shall furnish all labor, materials, supplies, and equipment required to perform the following:

> This is a consent decree sewer separation project for the Subbasin K06 290A. The storm sewer extensions will be along Nelson St., Brookside St., Taylor St., Huestis Ave., Broadway, Maple Ave., and Lincoln Ave. and will pick up inlets and catch basins that are currently connected to the combined system.

Said improvements, with all their appurtenances, shall be constructed in accordance with the specifications titled, **Thompson Huestis Maple Storm Sewer Extension**.

Declares the cost of the said improvements shall be paid by the funds from the Sewer Revenue Bond.

Declares the project is necessary for the protection of public health and welfare of the inhabitants of the area and the safeguarding of property within the area.

Declares that this project is of public utility benefit.

States that no additional costs will be associated with the purchase of any land associate with this project.

Declares the estimate of the project's total cost of **$495,000.**

APPROVED THIS 8th **DAY OF** October**, 2014.**

BOARD OF PUBLIC WORKS

BY: _____
Robert P. Kennedy, Chair

BY: _____
Kumar Menon, Member

BY: Mike Avila
Mike Avila, Member

ATTEST: Victoria Edwards
Victoria G. Edwards, Clerk

TO: Victoria Edwards - Board of Public Works

FROM: Darlene Backs – City Utilities Financial Services

DATE: October 6, 2014

RE: 2012 Sewer State Revolving Fund Loan A Disbursements

Please include the following **2012 Sewer SRF disbursements** with the City Utilities vendor payments.

City Utilities Engineering is requesting the Board of Public Works to approve the following payments in the amount of **$33,220.00.** These payments will be made with the 2012 Sewage Works State Revolving Fund Loan Program. These expenses are for the Treatment Capacity Improvements design project and the Lexington & Oakdale storm sewer Project.

Draw 194	D L Z	$ 1,270.00
Draw 195	Donohue & Associates	31,950.00
	Total Payments	**$33,220.00**

Robert P. Kennedy, Chairman

Kumar Menon, Member

Mike Avila, Member

October 8, 2014
Date

TO: Victoria Edwards - Board of Public Works

FROM: Darlene Backs – City Utilities Financial Services

DATE: October 6, 2014

RE: 2014 Sewer State Revolving Fund Loan A Disbursements

Please include the following **2014 Sewer SRF– A disbursement** with the City Utilities vendor payments.

City Utilities Engineering is requesting the Board of Public Works to approve the following payment in the amount of **$7,200.00.** This payment will be made with the 2014 Sewage Works State Revolving Fund Loan Program. This expense is for PER Preparation.

Draw 7	HomeTown Engineering, LLC	$7,200.00

Robert P. Kennedy, Chairman

Kumar Menon, Member

Mike Avila, Member

October 8, 2014
Date

IMPROVEMENT RESOLUTION NO. 12490

ASPHALT SEALING - 2014
WORK ORDER NO. 12490

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA.

That it is deemed necessary to improve: **Seal certain street segments with bio-based sealer to preserve the longevity of those asphalt streets.**

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 15th day of October, 2014.

BOARD OF PUBLIC WORKS

Robert Kennedy, Chairman

Mike Avila

Mike Avila, Member

Kumar Menon, Member

ATTEST: Victoria Edwards

Victoria Edwards, Clerk

BID

CONTRACTOR:

proj: Asphalt Sealing - 2014

RES. NO.: 12490
W.O. NO.: 12490

TOTAL BID AMT: _____

Note: Contractor will be paid on measured quantities only at unit price bid. Any form of correction within the area of unit prices, extensions, or total on this bid must be initialed by the bidder and will be noted at the time of opening.

required completion date: 10/31/2014

Bid Date: 15-Oct-14

Contractors Signature

ITEM NO.	ITEM	UNIT	UNIT PRICE ($)	AMOUNT ($)
1	**Asphalt Sealing - 2014 Note: See Special Provisions/Specifications for seal material and method of installation. No other seal material will be accepted other than seal specified. Total project cost not to exceed $10,000**	syds		

NAME OF PROJECT
RESOLUTION NO. 66267

RESOLUTION BY THE BOARD OF PUBLIC WORKS of the City of Fort Wayne, Indiana that:

Includes the installation of approximately 7300 LF of 16-inch water main extension and associated valves, fire hydrants, and other appurtenances.

Said improvements with all their appurtenances shall be constructed in accordance with the plans and specifications titled, "Feighner Road Water Main Extension"

Declares the cost of the said improvements shall be paid by the funds from the Fort Wayne Future Water Bond.

Declares the project is necessary for the protection of public health and welfare of the inhabitants of the area and the safeguarding of property within the area.

Declares that this project is of public utility benefit.

States there is no cost associated with the purchase of land associated with this project.

Declares the engineer's estimate of the project's total cost is $850,000.

APPROVED THIS 15th DAY OF October, 2014.

BOARD OF PUBLIC WORKS

BY: _____
Robert P. Kennedy, Chairman

BY: _____
Mike Avila, Member

BY: _____
Kumar Menon, Member

ATTEST: Victoria Edwards
Victoria Edwards, Clerk

EMERGENCY RESOLUTION NUMBER 83433
ROSEWOOD DRIVE STORM SEWER EMERGENCY REPAIR

WHEREAS, an existing 72" RCP culvert wingwall has shifted at Rosewood Drive, due north of Edgebrook Drive and;

WHEREAS, said movement could not reasonably be foreseen and requires immediate action, and;

WHEREAS, repairs of the wingwall are beyond the capability of the Water Pollution Control Maintenance Department to perform, and;

WHEREAS, Bercot, T&E, Liberty, Ironclad, and API, were invited to submit quotes on the repair, and;

WHEREAS, the cost of said repairs could exceed Twenty Five Thousand Dollars and Zero Cents, ($25,000.00).

NOW, THEREFORE, the Board of Stormwater Management hereby declares an emergency exists for said sewer repairs and orders the Purchasing Department to issue and **EMERGENCY PURCHASE ORDER TO THE CONTRACTOR CHOSEN FOR SAID REPAIRS.**

APPROVED this 15th day of October, 2014.

BOARD OF STORMWATER MANAGEMENT

By _____
Robert P. Kennedy, Chair

By _____
Matthew A. Wirtz, Member

By Mike Avila
Mike Avila, Member

ATTEST: Victoria Edwards
Victoria Edwards, Clerk

A RESOLUTION OF THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA CONFIRMING RESOLUTION 101-9-17-14-1 OF THE BOARD OF PUBLIC WORKS APPROPRIATING AND CONDEMNING REAL PROPERTY FOR USE BY THE CITY OF FORT WAYNE, INDIANA AND AWARDING DAMAGES AS PART OF THE TAYLOR-HALE SEWER SEPARATION PROJECT, PHASE ONE

RESOLUTION NUMBER 101-10-22-14-1

WHEREAS, the Board of Public Works ("Board") of the City of Fort Wayne, Indiana ("City") adopted Resolution Number 101-8-20-14-1 on August 20, 2014; and

WHEREAS, Resolution Number 101-8-20-14-1 initiated administrative condemnation and appropriation of one (1) permanent easement and one (1) temporary easement, both being on the same property, in accordance with Indiana Code (I.C.) 32-24-2 for the installation of a storm sewer and the associated outfall to the Saint Mary's River as part of the Taylor-Hale Sewer Separation Project, Phase One, which shall protect the public health, safety, and welfare of residents in the Westfield Neighborhood; and

WHEREAS, the Board held a remonstrance hearing on September 10, 2014 at 10:00 o'clock A.M. to hear remonstrance against said condemnation and appropriation; and

WHEREAS, no written or verbal remonstrance against said condemnation and appropriation were presented at the September 10, 2014 remonstrance hearing; and

WHEREAS, the Board adopted Resolution Number 101-9-17-14-1 on September 17, 2014, wherein the Board confirmed said condemnation and appropriation and set initial damage awards for the affected property owners; and

WHEREAS, the Board held a remonstrance hearing on October 15, 2014 at 10:00 o'clock A.M. to hear remonstrance against said damage awards; and

WHEREAS, there were no written or verbal remonstrance against said damage awards presented at the October 15, 2014 remonstrance hearing.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA, AS FOLLOWS:

1. That the Board finds public benefit and utility in the installation of the storm sewer and the associated outfall for the Westfield Neighborhood.

2. That the Board finds that the condemnation and appropriation of the one (1) permanent easement and one (1) temporary easement on, across, and under portions of the one (1) property listed in the attached Exhibit "A" are necessary to protect the public health, safety, and welfare.

3. That the Board hereby AFFIRMS the damage awards in the Attached Exhibit "A", and which were initially awarded in Board Resolution 101-9-17-14-1, in accordance with I.C. 32-24-2-10.

4. That the Board finds the appraised values of the one (1) permanent easement and one (1) temporary easement, listed in the attached Exhibit "A," to be accurate and fair market values for the easements.

This Resolution shall be in full force and effect from and after its adoption by the Board of Public Works of the City of Fort Wayne, Indiana.

APPROVED this 22nd day of October, 2014.

BOARD OF PUBLIC WORKS

By: _____
Robert P. Kennedy, Chair

By: _____
Kumar Menon, Member

By: Mike Avila
Mike Avila, Member

Attest: Victoria Edwards
Victoria Edwards, Clerk

Prepared by: DeWayne J. Nodine, City of Fort Wayne, Program Manager, Capital Project Services

ACKNOWLEDGEMENT

STATE OF INDIANA)
) SS
COUNTY OF ALLEN)

Before me, a Notary Public, in and for said County and State personally appeared Robert P. Kennedy, Kumar Menon, and Mike Avila, as Members of the Board of Public Works of the City of Fort Wayne, and Victoria Edwards, Clerk of the Board of Works, and acknowledged the execution of the foregoing contract as and for their voluntary act and deed for the uses and purposes therein contained.

WITNESS my hand and notarial seal this 22nd day of October, 2014.

Lindsay K Haggerty
Notary Public

My Commission Expires:

12/02/2020

Resident of Allen County

Lindsay K. Haggerty
Printed Name of Notary

Lindsay K Haggerty
Notary Public Seal State of Indiana
Allen County
My Commission Expires 12/02/2020

EXHIBIT "A"

Affected Property Owner and Mailing Address – Easement #1 of 1:

Helen F. Martin-Carter Revocable Trust
Roxann Nieno, Trustee of the Helen F. Martin-Carter Revocable Trust
2609 Broadway
Fort Wayne, IN 46807

Legal Description of Affected Property (per Document No. 206039931):

A part of Lot Number 18 in Brackenridge Third Addition to the City of Fort Wayne, Indiana, described as follows: Beginning at a point in the South line of Hale Avenue, three hundred forty-three (343) feet Northeast from the point of intersection of the south line of Hale Avenue and the east line of Juliette Street, said point being one hundred fifty-four and fife tenths (154.5) feet Northeast from the northeast corner of Lot No. 5 of Anna Dolan's Subdivision; thence South two hundred fifty-eight and three tenths (258.3) feet to a point in the south line of Lot No. 18 of Brackenridge's 3rd Subdivision aforesaid three hundred thirty-four (334) feet East of the east line of Juliette Street aforesaid, said point being one hundred fifty-two (152) feet East of the southeast corner of Lot No. 5 of said Anna Dolan's Subdivision; thence East thirty-two (32) feet to the west bank of the St. Mary's River; thence North along the west bank of said river to a point in the south line of Hale Avenue; thence Southwesterly along the south line of Hale Avenue fifty (50) feet to the place of beginning.

Approximate Size of Permanent Easement: 2,609 square feet

Legal Description of Permanent Easement:

Part of Lot Number 18 in Brackenridge's Third Subdivision in the City of Fort Wayne, Allen County, Indiana, more particularly described as follows: Commencing at the Northeast corner of Lot Number 5 in Anna Dolan Addition, according to the plat thereof, recorded in Plat Record 9, page 94 in the Office of the Recorder of Allen County, Indiana; thence North 74 degrees 03 minutes 00 seconds East (state plane bearing and basis of bearings to follow), a distance of 143.78 feet along the South right-of-way line of Hale Avenue; thence North 87 degrees 50 minutes 01 seconds East, a distance of 13.27 feet along said South right-of-way line to the West line of an existing tract described in Document Number 206039931 in the Office of the Recorder of Allen County, Indiana; said point also being the POINT OF BEGINNING of the herein described easement; thence continuing North 87 degrees 50 minutes 01 seconds East, a distance of 70.74 feet along said South right-of-way line to the East line of said existing tract; also being the West bank of the St. Mary's River; thence South 02 degrees 30 minutes 53 seconds West, a distance of 29.73 feet along said East line and said West bank; thence South 05 degrees 02 minutes 29 seconds West, a distance of 10.28 feet along said East line and said West bank; thence North 88 degrees 06 minutes 35 seconds West, a distance of 68.23 feet to the West line of said exiting tract; thence North 00 degrees 28 minutes 22 seconds West,

a distance of 35.02 feet along said West line to the Point of Beginning. Containing 0.060 acres (2,609 square feet), more or less. Subject to easements of record.

Approximate Size of Temporary Easement: 677 Square Feet

Legal Description of Temporary Easement:

Part of Lot Number 18 in Brackenridge's Third Subdivision in the City of Fort Wayne, Allen County, Indiana, more particularly described as follows: Commencing at the Northeast corner of Lot Number 5 in Anna Dolan Addition, according to the plat thereof, recorded in Plat Record 9, page 94 in the Office of the Recorder of Allen County, Indiana; thence North 74 degrees 03 minutes 00 seconds East (state plane bearing and basis of bearings to follow), a distance of 143.78 feet along the South right-of-way line of Hale Avenue; thence North 87 degrees 50 minutes 01 seconds East, a distance of 84.01 feet along said South right-of-way line to the West bank of the St. Mary's River, said point also being the East line of an existing tract described in Document Number 206039931 in the Office of the Recorder of Allen County, Indiana, thence South 02 degrees 30 minutes 53 seconds West, a distance of 29.73 feet along said East line and said West bank; thence South 05 degrees 02 minutes 29 seconds West, a distance of 10.28 feet along said East line and said West bank to the POINT OF BEGINNING of the herein described easement; thence continuing South 05 degrees 02 minutes 29 seconds West, a distance of 10.02 feet along said East line and said West bank; thence North 88 degrees 06 minutes 35 seconds West, a distance of 67.27 feet to the West line of said existing tract; thence North 00 degrees 28 minutes 22 seconds West, a distance of 10.01 feet along said West line; thence South 88 degrees 06 minutes 35 seconds East, a distance of 68.23 feet to the Point of Beginning. Containing 0.016 acres (677 square feet), more or less. Subject to easements of record.

Total Appraised Value of Easements: $595

Last Deed of Record per the Office of the Recorder of Allen County, Indiana:
Document Number 206039931

CITY UTILITIES ANNUAL ON-CALL EMERGENCY CONSTRUCTION SERVICES

REQUIREMENTS TO PROVIDE LABOR AND EQUIPMENT FOR REPAIRS TO FORT WAYNE UTILITY SYSTEMS

Scope of Work:

Fort Wayne Utilities is requesting time and material quotes for contracting various types of labor and equipment for repairs to be performed on Utilities distribution and collection systems. Such repairs may include, but are not limited to: main breaks, main leaks, fire hydrants, service leaks, valve repairs or replacements, force main leaks or repairs, storm system repairs, sanitary sewer repairs, and combined sewer system repairs and replacements.

It is the intent of the Utility, for purposes of emergencies, to have a list of available contractor(s) names, emergency numbers, and equipment accessible to the Utility.

Term of agreement: **January 1, 2015** through **December 31, 2015**, on an "as needed" basis. This quote does not guarantee work to any contractor within the above time frame. The Utility reserves the right to award work to multiple contractors based upon the availability of the contractor(s), projected costs of the project and the amount and type of work that needs to be performed.

Contractor Responsibilities:

The contractor shall furnish equipment as necessary to complete the repairs as outlined by Utility Maintenance staff or Utility Engineering. One or more pieces of fully operated equipment, as deemed necessary by the Utility including operator, complete maintenance, insurance, fuel and oil may be needed for the work to be performed. Equipment shall meet all requirements necessary for safe and efficient operation, day or night, under all weather conditions as determined by Utility Maintenance staffs.

In emergency situations needing immediate attention and work, requests for locates may be called into Indiana Underground Plant Protection (IUPPS) by Water Maintenance & Service or Water Pollution Control Maintenance Departments prior to calling a contractor. The Contractor will be notified as to the status of the locate request. This in no way relieves the liability of the contractor for damaging utilities. The contractor shall not commence excavation until all utilities have located their facilities. On planned / scheduled work, the contractor shall be required to contact IUPPS with the pertinent information regarding the proposed excavation.

The contractor shall furnish experienced and competent operators, laborers, and supervisors having sufficient knowledge of Fort Wayne Utility Standards and Specifications and relevant experience repairing water and sewer infrastructure. Supervisors/forepersons shall be able to follow verbal and/or written instructions on the type of repairs required. Laborers shall be experienced with water main and sewer line installation and repair techniques. All operators shall be properly licensed.

The contractor shall indemnify and hold harmless the City of Fort Wayne, Indiana, its officers and employees, from all damages, claims, suits, and actions of any descriptions, for or resulting from injuries or damages received or sustained by any party or parties arising out of any act or failure to act, of said contractor, or his agents, in the execution of work under the contract.

The contractor shall be responsible for adherence to all OSHA regulations for trenching and shoring. In addition, contractor shall provide necessary traffic control, signage, barricades, etc., in compliance with City, County, and State traffic control regulations.

The contractor will be responsible for all restoration, including but not limited to the repair of all asphalt, concrete, curbing, sidewalk and park strip areas which are affected at the job site.

Repair Materials:

All materials used in the repair of the water distribution system and sewer/stormwater collection system will be provided at the City's expense by the Utility to the contractor unless other wise specified. Materials will be made available to the contractor at the Water Maintenance and Service or Water Pollution Control Maintenance Departments located at 415/515 East Wallace Street, or at supplier's yard or delivered to the job site, at the City's discretion. Said materials shall include but not be limited to repair clamps, sleeves, pipe fittings, pipe, hydrants, valves, manholes, drains, culverts, tiles, concrete pipe, and water service material.

Materials used in the restoration of the cut, such as stone and cold mix will be provided at the City's expense to the contractor for use after normal working hours. Materials will be made available to the contractor at the Water Maintenance & Service or Water Pollution Control Maintenance Departments located at 415/515 East Wallace Street during normal working hours. A determination by Utility Staff will be made as to which party shall deliver materials to the job site.

If the City does not have the required materials to complete the repair of the infrastructure or to restore the cut to useful condition the Contractor can supply said material at cost plus agreed to mark up.

Spoil from the cut shall be disposed of at the Old Lagoon Site on Dwenger Avenue or the BioSolids Facility on Lake Avenue for materials that were removed from cuts that occurred after normal working hours. If access is not established to these sites then spoils can be dumped at the Maintenance Department yards if authorized by Utility personnel.

Transportation of materials to and from 415/515 East Wallace Street to the job site shall be the responsibility of the contractor. Equipment for loading of materials shall be made available to the contractor by the City at the Maintenance Department yards.

Statements of Conditions

Equipment owned by the contractor will be ordered out only when the Utility determines there is sufficient reason to warrant use of such equipment to supplement the Utility's work forces.

Equipment and operation therefore shall comply with all Federal, State, County, and City regulations governing such equipment and its operation. The contractor shall not proceed with any work contrary to law. All equipment shall be in good mechanical condition when reporting for work. The Utility will not pay for any lost time due to mechanical defects or time spent performing necessary repairs. The contractor shall report all breakdowns immediately to the Utility supervisor. No payment will be made for the equipment while it is off the job for servicing, however, payment will continue during the time equipment is being fueled and oiled providing such service is performed on the site by a mobile service unit.

The City of Fort Wayne reserves the right to make a rigid inspection as to mechanical and safety features of any and all construction equipment dispatched to work sites at any time during the period of the contract. Such inspections shall in no way relieve the contractor of the responsibility to furnish equipment in compliance with all requirements of the specifications. All equipment which, in the opinion of the City of Fort Wayne, is in poor mechanical condition or otherwise does not comply with these specifications, will be rejected and shall not be used on any Utility project until repaired or replaced. No payment will be made by the Utility for time or labor expended by the Contractor if said equipment is rejected as a result of such an inspection, until repair or replacement is established to the Utility's satisfaction.

Equipment and its operation shall be subject to supervision by Utility supervisory personnel as to the work to be performed. The Utility will not instruct the operation of equipment in any way contrary to law or good equipment practice. The contractor and/or the operator shall be solely responsible for any and all damage to equipment while operating under this specification.

Equipment under contract shall be subject to call any time of the day or night. Equipment shall be delivered by the contractor to a location as specified by the Utility.

The contractor is responsible for providing the Utility, in writing, the names and telephone numbers (for day and night contact) which may be used to call regarding contract equipment.

Payment will be based on the hourly rate bid for each piece of equipment under contract including operator and also for laborer(s) on an hourly basis. The time clock for payment shall run from the time of acceptance of the assignment, as long as the time of arrival to the job site from the time of the verbal acceptance is not longer than one (1) hour. If this time exceeds one (1) hour, that excess time will not be accepted for payment by the Utility. The designated work site shall be specified by the Utility. Time clock for payment will terminate when equipment is released by the Utility. Payment is subject to an inspection of the work that has been completed. Payment for work performed and/or deductions from the guaranteed minimum payment will be computed to the nearest one-quarter hour. Payments will be made to the contractor within forty five (45) days following receipt of invoice. Invoices are to be mailed directly to contracting department of the Utility.

Contract Compliance

The contractor shall comply with requirements of the Fort Wayne Contract Compliance Department in regard to EBE Goals, and other documentation, if requested.

Award

Award of work shall be at the sole discretion of the Utility, with consideration for the following factors being part of the determination:

1. Lowest hourly rates per unit price quote;
2. Availability when called. If contact cannot be made with the contractor, or if contractor does not have the necessary equipment and manpower available to perform this work within the time requested, further calling to the contractor for the specific job will not be mandatory.
3. Quality of equipment and efficiency of operation based on previous work observations by the Utility personnel:
4. In cases where bids are equal, the contractors will be rotated as to call-out priority.

This agreement may be terminated in part or in whole, if any work performed is not in accordance with the standards established by the Utility.

The contractor hereby agrees that when notified by the Utility, the contractor will supply the equipment, manpower, and materials as necessary at the price indicated on exhibits "A, B, C, and D,", attached hereto and made a part hereof.

_____
Contractor's Name

_____
Contractor's Address

_____
Contractor Name's/Title (please print)

_____
Contractor's Signature

_____
(Date)

Contractor to complete below Exhibits:

EXHIBIT A – CONTRACTOR CONTACT INFORMATION

Authorized Contact	Cell Phone	Work Phone	Home Phone	Emergency Contact Number

EXHIBIT B – CONTRACTOR EQUIPMENT INFORMATION

Equip #	Equipment	Description	Hourly Rate
	Brand Name	*Must include equipment limits such as reach, KW, Tons, etc.*	
	Heavy Equipment		
	Trucks & Vehicles		

EXHIBIT C – MANPOWER / CREW INFORMATION

Normal quantity assigned	Manpower Only Rates	*Note: Overtime is at 1.5 Times Normal Rate*	Hourly Rate
		Project Manager	
		Supervisor	
		Operator	
		Laborer	
		Truck Driver	
		Mechanic/Welder	

EXHIBIT D – OPERATOR AND SUPERVISOR INFORMATION

Years Experience	Name	Certifications	Rate

Adopted this 22nd day of October, 2014

BOARD OF PUBLIC WORKS

BY: _____
Robert P. Kennedy, Chairman

BY: _____
Kumar Menon, Member

BY: Mike Avila
Mike Avila, Member

ATTEST: Victoria Edwards
Victoria Edwards, Clerk

CITY UTILITIES ANNUAL ON-CALL EMERGENCY CONSTRUCTION SERVICES

REQUIREMENTS TO PROVIDE LABOR AND EQUIPMENT FOR REPAIRS TO FORT WAYNE UTILITY SYSTEMS

Scope of Work:

Fort Wayne Utilities is requesting time and material quotes for contracting various types of labor and equipment for repairs to Asphalt Cuts made by the Utilities in the repair of the distribution and collection systems. Such repairs may include, sawing the original cut, excavating cold patch and fill, adding and compacting binder and Asphalt top coat per City street specifications, to bring the repair back to specification and proper level with minimal level differential to cause issues with traffic...

It is the intent of the Utility, for purposes of emergencies, to have a list of available contractor(s) names, emergency numbers, and equipment accessible to the Utility.

Term of agreement: **January 1, 2015** through **December 31, 2015**, on an "as needed" basis. This quote does not guarantee work to any contractor within the above time frame. The Utility reserves the right to award work to multiple contractors based upon the availability of the contractor(s), projected costs of the project and the amount and type of work that needs to be performed.

Contractor Responsibilities:

The contractor shall furnish equipment as necessary to complete the repairs as outlined by Utility Maintenance staff or Utility Engineering. One or more pieces of fully operated equipment, as deemed necessary by the Utility including operator, complete maintenance, insurance, fuel and oil may be needed for the work to be performed. Equipment shall meet all requirements necessary for safe and efficient operation, as determined by Utility Maintenance staffs.

In emergency situations needing immediate attention and work, requests for locates may be called into Indiana Underground Plant Protection (IUPPS) by Water Maintenance & Service or Water Pollution Control Maintenance Departments prior to calling a contractor. The Contractor will be notified as to the status of the locate request. This in no way relieves the liability of the contractor for damaging utilities. The contractor shall not commence excavation until all utilities have located their facilities. On planned / scheduled work, the contractor shall be required to contact IUPPS with the pertinent information regarding the proposed excavation.

The contractor shall furnish experienced and competent operators, laborers, and supervisors having sufficient knowledge of Fort Wayne Utility Standards and Specifications and Street Standards and Specifications. Supervisors/forepersons shall be able to follow verbal and/or written instructions on the type of repairs required. Laborers shall be experienced with Asphalt installation and repair techniques. All operators shall be properly licensed.

The contractor shall indemnify and hold harmless the City of Fort Wayne, Indiana, its officers and employees, from all damages, claims, suits, and actions of any descriptions, for or resulting from injuries or damages received or sustained by any party or parties arising out of any act or failure to act, of said contractor, or his agents, in the execution of work under the contract.

The contractor shall be responsible for adherence to all OSHA regulations for trenching and shoring. In addition, contractor shall provide necessary traffic control, signage, barricades, etc., in compliance with City, County, and State traffic control regulations.

Repair Materials:

All materials used in the repair of thecut will be the responsibility of the Contractor.

Spoil from the cut shall be disposed of at the Old Lagoon Site on Dwenger Avenue or the BioSolids Facility on Lake Avenue for materials that were removed from cuts that occurred after normal working hours. If access is not established to these sites then spoils can be dumped at the Maintenance Department yards if authorized by Utility personnel.

Statements of Conditions

Equipment owned by the contractor will be ordered out only when the Utility determines there is sufficient reason to warrant use of such equipment to supplement the Utility's work forces.

Equipment and operation therefore shall comply with all Federal, State, County, and City regulations governing such equipment and its operation. The contractor shall not proceed with any work contrary to law. All equipment shall be in good mechanical condition when reporting for work. The Utility will not pay for any lost time due to mechanical defects or time spent performing necessary repairs. The contractor shall report all breakdowns immediately to the Utility supervisor. No payment will be made for the equipment while it is off the job for servicing, however, payment will continue during the time equipment is being fueled and oiled providing such service is performed on the site by a mobile service unit.

The City of Fort Wayne reserves the right to make a rigid inspection as to mechanical and safety features of any and all construction equipment dispatched to work sites at any time during the period of the contract. Such inspections shall in no way relieve the contractor of the responsibility to furnish equipment in compliance with all requirements of the specifications. All equipment which, in the opinion of the City of Fort Wayne, is in poor mechanical condition or otherwise does not comply with these specifications, will be rejected and shall not be used on any Utility project until repaired or replaced. No payment will be made by the Utility for time or labor expended by the Contractor if said equipment is rejected as a result of such an inspection, until repair or replacement is established to the Utility's satisfaction.

Equipment and its operation shall be subject to supervision by Utility supervisory personnel as to the work to be performed. The Utility will not instruct the operation of equipment in any way contrary to law or good equipment practice. The contractor and/or the operator shall be solely responsible for any and all damage to equipment while operating under this specification.

Equipment under contract shall be subject to call any time of the day or night. Equipment shall be delivered by the contractor to a location as specified by the Utility.

The contractor is responsible for providing the Utility, in writing, the names and telephone numbers (for day and night contact) which may be used to call regarding contract equipment.

Payment will be based on the hourly rate bid for each piece of equipment under contract including operator and also for laborer(s) on an hourly basis. The time clock for payment shall run from the time of acceptance of the assignment, as long as the time of arrival to the job site from the time of the verbal acceptance is not longer than one (1) hour. If this time exceeds one (1) hour, that excess time will not be accepted for payment by the Utility. The designated work site shall be specified by the Utility. Time clock for payment will terminate when equipment is released by the Utility. Payment is subject to an inspection of the work that has been completed. Payment for work performed and/or deductions from the guaranteed minimum payment will be computed to the nearest one-quarter hour. Payments will be made to the contractor within forty five (45) days following receipt of invoice. Invoices are to be mailed directly to contracting department of the Utility.

Contract Compliance

The contractor shall comply with requirements of the Fort Wayne Contract Compliance Department in regard to EBE Goals, and other documentation, if requested.

Award

Award of work shall be at the sole discretion of the Utility, with consideration for the following factors being part of the determination:

1. **Lowest rates per Sq Ft price quote; based on 50 sq ft and smaller, 51 to 100 sq ft, and 101 sq ft or larger**
2. Availability when called. If contact cannot be made with the contractor, or if contractor does not have the necessary equipment and manpower available to perform this work within the time requested, further calling to the contractor for the specific job will not be mandatory.
3. Quality of equipment and efficiency of operation based on previous work observations by the Utility personnel:
4. In cases where bids are equal, the contractors will be rotated.

This agreement may be terminated in part or in whole, if any work performed is not in accordance with the standards established by the Utility.

The contractor hereby agrees that when notified by the Utility, the contractor will supply the equipment, manpower, and materials as necessary to complete work based on Square ft of repair at the price indicated in their quote, hereto and made a part hereof.

_____
Contractor's Name

_____
Contractor's Address

_____
Contractor Name's/Title (please print)

_____
Contractor's Signature

_____
(Date)

Contractor to complete below Exhibits:

EXHIBIT A – CONTRACTOR CONTACT INFORMATION

Authorized Contact	Cell Phone	Work Phone	Home Phone	Emergency Contact Number

Adopted this 22nd day of October, 2014

BOARD OF PUBLIC WORKS

BY: _____
Robert P. Kennedy, Chairman

BY: _____
Kumar Menon, Member

BY: _____
Mike Avila, Member

ATTEST: _____
Victoria Edwards, Clerk

PLANT 2 CENTER FLOC REPLACEMNT
EMERGENCY RESOLUTION NO. _____66404_____

RESOLUTION BY THE BOARD OF PUBLIC WORKS of the City of Fort Wayne, Indiana that:

WHEREAS, Water Filtration Plant 2 was built in 1954, and

WHEREAS, there is damage to the primary flocculation equipment, and

WHEREAS, the replacement of this equipment is required for winter treatment capacity, and

WHEREAS, time is of the essence, and

WHEREAS, the estimated cost of this project is $150,000.

NOW THEREFORE, The Board of Public Works hereby declares an emergency exists for said repairs and orders the Purchasing Department to issues an EMERGENCY PURCHASE ORDER.

APPROVED THIS 22nd DAY OF October, 2014.

BOARD OF PUBLIC WORKS

BY: _____
Robert P. Kennedy, Chairman

BY: _____
Mike Avila, Member

BY: _____
Kumar Menon, Member

ATTEST: _____
Victoria Edwards, Clerk

St. Joe CSO Relief Connections CSO 044, CSO 045, CSO 068
RESOLUTION NO. 76013

RESOLUTION BY THE BOARD OF PUBLIC WORKS of the City of Fort Wayne, Indiana that:

The St. Joe CSO Relief Connections consists of installing relief cross connections between interceptor sewers at specified locations. Bar racks will also be installed in 3 regulators to for CSO floatables control.

Said improvements with all their appurtenances shall be constructed in accordance with the plans and specifications titled, **St. Joe CSO Relief Connections CSO 044, CSO 045, CSO 068.**

Declares the cost of the said improvements shall be paid by the Fort Wayne Sewer Utility (Revenue).

Declares the project is necessary for the protection of public health and welfare of the in habitants of the area and the safeguarding of property within the area.

Declares that this project is of public utility benefit.

Declares the engineer's estimate of the project's total cost is $540,000.00.

APPROVED THIS 22nd DAY OF October, 2014.

BOARD OF PUBLIC WORKS

BY: _____
Robert P. Kennedy, Chairman

BY: Mike Avila
Mike Avila, Member

BY: _____
Kumar Menon, Member

ATTEST: Victoria Edwards
Victoria Edwards, Clerk

TO: Victoria Edwards - Board of Public Works

FROM: Darlene Backs – City Utilities Financial Services

DATE: October 20, 2014

RE: 2012 Sewer State Revolving Fund Loan A Disbursements

Please include the following **2012 Sewer SRF disbursements** with the City Utilities vendor payments.

City Utilities Engineering is requesting the Board of Public Works to approve the following payments in the amount of **$6,665.00.** These payments will be made with the 2012 Sewage Works State Revolving Fund Loan Program. These expenses are for the Treatment Capacity Improvements design project.

Draw 196	CH2M Hill Engineers	$1,104.00
Draw 197	Donohue & Associates	5,561.00
	Total Payments	**$6,665.00**

Robert P. Kennedy, Chairman

Kumar Menon, Member

Mike Avila, Member

October 22, 2014
Date

TO: Victoria Edwards - Board of Public Works

FROM: Darlene Backs – City Utilities Financial Services

DATE: October 20, 2014

RE: 2014 Sewer State Revolving Fund Loan A Disbursements

Please include the following **2014 Sewer SRF– A disbursements** with the City Utilities vendor payments.

City Utilities Engineering is requesting the Board of Public Works to approve the following payments in the amount of **$226,289.00.** These payments will be made with the 2014 Sewage Works State Revolving Fund Loan Program. These expenses are for the Three Rivers Protection & Overflow Reduction Tunnel (3RPORT).

Draw 8	Black & Veatch Corp.	$118,499.00
Draw 9	CH2M Hill Engineers	18,912.00
Draw 10	Arcadis US Inc.	88,878.00
	Total Payments	**$226,289.00**

Robert P. Kennedy, Chairman

Kumar Menon, Member

Mike Avila

Mike Avila, Member

October 22, 2014

Date

A RESOLUTION approving the sale of
real estate owned by the City of
Fort Wayne.

Resolution # 101-10-27-14-1

WHEREAS, The City of Fort Wayne Board of Public Works is listed as the owner of property located in Fort Wayne, Indiana and more particularly described as:

1004 Liberty Street
N 85 FT LOT 39 & N 85 FT OF W 2 FT LOT 40 TOMPKINS ADD

713 Beague Street
S 55 FT LOT 39 & S 55 FT OF W 2 FT LOT 40 TOMPKINS ADD

1401 Grant Avenue
N 40 FT LOT 175 OL 40 FLETCHERS ADD

902 Liberty Street
N 75' Lot 8 JW WHITES SUB OF COMPARETS ADD(HANDS)

WHEREAS, The Board of Public Works has determined that the City of Fort Wayne has no present use for this property, and that future use by the City is unlikely.

NOW, THEREFORE, the Board of Public Works of the City of Fort Wayne, Indiana, hereby resolves to sell the above-named property, following all applicable state statutes.

Signed this 29 day of October, 2014.

CITY OF FORT WAYNE
BOARD OF PUBLIC WORKS

Robert P. Kennedy, Chair

Mike Avila, Member

Kumar Menon, Member

IMPROVEMENT RESOLUTION NO. 12489

CHESTNUT STREET CONCRETE STREET REPAIRS
WORK ORDER NO. 12489

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA.

That it is deemed necessary to improve: **CHESTNUT STREET CONCRETE STREET REPAIRS** as follows: CHESTNUT STREET FROM BIRCHWOOD AVENUE TO A POINT 175 FEET WEST BY RECONSTRUCTION OF THE CONCRETE ROADWAY, I.E. PARTIAL CONCRETE PAVEMENT REPLACEMENT; WHICH INCLUDES INTREGAL CURBS, UNDERDRAIN, CASTING REPLACEMENTS, UP-GRADED CURB-RAMPS, SIDEWALK REPAIRS, TOPSOIL AND HYDRO-SEED RESTORATION.

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne and the Urban Enterprise Association.

Adopted this 20th day of October, 2014.

BOARD OF PUBLIC WORKS

Robert Kennedy, Chairman

Mike Avila

Mike Avila, Member

Kumar Menon, Member

ATTEST: Victoria Edwards

Victoria Edwards, Clerk

BID
CONTRACTOR:

proj: Chestnut Street Concrete Street Repairs
Birchwood Avenue to a point 175' west

RES. NO.: 12489
W.O. NO.: 12489

TOTAL BID AMT: _____

required completion date: December 31, 2014

Note: Contractor will be paid on measured quantities only at unit price bid. Any form of correction within the area of unit prices, extensions, or total on this bid must be initialed by the bidder and will be noted at the time of opening.

Bid Date: Monday, November 3, 2014

Contractors Signature _____

ITEM NO.	ITEM	PLAN QUANTITY	UNIT	UNIT PRICE ($)	AMOUNT ($)
1	Mobilization / Demobilization	1	LS		
2	Removal of Concrete	80	SY		
3	Removal of Concrete Pavement	500	SY		
4	Concrete Curb Type II-A	250	LF		
5	Concrete Sidewalk (4")	30	SY		
6	Concrete Wingwalk and Ramps (6")	50	SY		
7	Cement Concrete Pavement, Plain 8" Class A	500	SY		
8	Bedcourse	15	TN		
9	Type "O" compacted Aggregate for Base No. 53	125	TN		
10	Backfill Behind Curb (Borrow)	20	TN		
11	1" Expansion Joint	28	LF		
12	Casting, Adjust to Grade	1	EA		
13	2' x 2' Curb & Gutter Casting, Furnish & Adjust To Grade	2	EA		
14	ADA Solutions, Armor-Tile, or Armorcast Products "Replaceable" 2' x 5' Composite, "Wetset", Tactile Warning Surface Unit - Brick Red	4	EA		
15	Underdrain,6" Perforated Plastic, Group K Pipe (inc. #8 Aggregate Backfill)	280	LF		
16	Top Soil	15	TN		
17	Hydroseeding with Hydrostik or Equivalent Polymer for Erosion and Sediment Control	85	SY		
18	Sediguard Inlet Protection Device or Approved Equivalent for Sediment Control	2	EA		
19	Construction Signs, Type A	4	EA		
20	Standard Barricade, Type III-B	4	EA		
21	Standard Barricade, Type III-B With Signs, Type B Construction	2	EA		
22	Maintenance of Traffic	1	LS		
23	Work Allowance	1	LS	$1,500.00	

ESTIMATE OF QUANTITIES

RES. NO.: 12489
W.O. NO.: 12489

Chestnut Street Concrete Street Repairs
proj: Birchwood Avenue to a point 175' west

Bid Estimate: $43,263.50
estimated e&i:
Total estimate: $43,263.50

Date: 10/3/2014

ITEM NO.	ITEM	PLAN QTY	UNIT	UNIT PRICE ($)	AMOUNT ($)
1	Mobilization / Demobilization	1	LS	$2,000.00	$2,000.00
2	Removal of Concrete	80	SY	$7.00	$560.00
3	Removal of Concrete Pavement	500	SY	$7.00	$3,500.00
4	Concrete Curb Type II-A	250	LF	$15.00	$3,750.00
5	Concrete Sidewalk (4")	30	SY	$28.00	$840.00
6	Concrete Wingwalk and Ramps (6")	50	SY	$40.00	$2,000.00
7	Cement Concrete Pavement, Plain 8" Class A	500	SY	$33.00	$16,500.00
8	Bedcourse	15	TN	$18.00	$270.00
9	Type "O" compacted Aggregate for Base No. 53	125	TN	$18.00	$2,250.00
10	Backfill Behind Curb (Borrow)	20	TN	$12.00	$240.00
11	1" Expansion Joint	28	LF	$12.00	$336.00
12	Casting, Adjust to Grade	1	EA	$300.00	$300.00
13	2' x 2' Curb & Gutter Casting, Furnish & Adjust To Grade	2	EA	$425.00	$850.00
14	ADA Solutions, Armor-Tile, or Armorcast Products "Replaceable" 2' x 5' Composite, "Wetset", Tactile Warning Surface Unit - Brick Red	4	EA	$220.00	$880.00
15	Underdrain,6" Perforated Plastic, Group K Pipe (inc. #8 Aggregate Backfill)	280	LF	$15.00	$4,200.00
16	Top Soil	15	TN	$25.00	$375.00
17	Hydroseeding with Hydrostik or Equivalent Polymer for Erosion and Sediment Control	85	SY	$2.50	$212.50
18	Sediguard Inlet Protection Device or Approved Equivalent for Sediment Control	2	EA	$50.00	$100.00
19	Construction Signs, Type A	4	EA	$75.00	$300.00
20	Standard Barricade, Type III-B	4	EA	$125.00	$500.00
21	Standard Barricade, Type III-B With Signs, Type B Construction	2	EA	$150.00	$300.00
22	Maintenance of Traffic	1	LS	$1,500.00	$1,500.00
23	Work Allowance	1	LS	$1,500.00	$1,500.00

Permanent Metering Improvements
75770

RESOLUTION BY THE BOARD OF PUBLIC WORKS of the City of Fort Wayne, Indiana that:

Improves the platform used by City Utilities Engineering to analyze, manage, and report data. This improvement will provide data acquisition equipment and necessary appurtances. The improvement will also include software and related labor/engineering.

Said improvements with all their appurtenances shall be constructed in accordance with the plans and specifications titled, Permanent Metering Improvements

Declares the cost of the said improvements shall be paid by the Fort Wayne Sewer Utility Revenue Bond.

Declares the project is necessary for the protection of public health and welfare of the in habitants of the area and the safeguarding of property within the area.

Declares that this project is of public utility benefit.

States there are no cost associated with the purchase of any land associated with this project.

Declares the engineer's estimate of the project's total cost is $800,000.00

APPROVED THIS 29th DAY OF October, 2014.

BOARD OF PUBLIC WORKS

BY: _____
Robert P. Kennedy, Chairman

BY: Mike Avila
Mike Avila, Member

BY: _____
Kumar Menon, Member

ATTEST: Victoria Edwards
Victoria Edwards, Clerk

Poinsette and Lillian Drainage Improvement
Resolution # 83324

RESOLUTION BY THE BOARD OF STORMWATER MANAGEMENT of the City of Fort Wayne, Indiana that:

This project consists of installing approximately 855 L.F. of 12" and 15" storm sewer. Poinsette Drive between Ralph Avenue and Irene Avenue will be lowered; widened and new curbs and sidewalks will be installed as part of this project.

Said improvements with all their appurtenances shall be constructed in accordance with the plans and specifications titled, **Poinsette and Lillian Drainage Improvement.**

Declares the cost of the said improvements shall be paid by the funds from the Fort Wayne Stormwater Utility (Revenue) and Public Works Funding.

Declares the project is necessary for the protection of public health and welfare of the in habitants of the area and the safeguarding of property within the area.

Declares that this project is of public utility benefit.

Declares Board of Public Works has acquired the property rights described in Attachment "A," (Property Acquisition Summary Sheet).

Declares the engineer's estimate of the project's total cost is $415,235.00.

APPROVED THIS 29th DAY OF October, 2014.

BOARD OF Stormwater Management

BY: _____
Robert P. Kennedy, Chairman

BY: Mike Avila
Mike Avila, Member

BY: _____
Matthew A. Wirtz, Member

ATTEST: Victoria Edwards
Victoria Edwards, Clerk

Attachment A

83324 - Poinsette and Lillian Drainage Improvements

Property Owner Information					Easment Information			
Parcel No.	Design Sheet No.	Property Owner	Property Address	Source of Title: Deed Record & Page or Doc. No.	Sewer and Drainage Easement	Temporary Construction Easement	Remarks	Easement Doc. No. (after recording)
1	5	Carl Neuhaus Jr.	2528 Poinsette Dr.	Document Number 2009004436	Y	N		2013047009
2	5	Joh Medford	2524 Poinsette Dr.	Document Number 2009005964	Y	N	Rental Owner @ 1830 Raleigh Ave., Apt. D Kendallville, Indiana 46755	2013048042
3	5	Marcella Holse	2503 Lawn Ave.	Deed book 601, Page 365	Y	N		2013053430

Branstrator Ellison Road Water Main Extension
RESOLUTION NO. 66256

RESOLUTION BY THE BOARD OF PUBLIC WORKS of the City of Fort Wayne, Indiana that:

The installation of approximately 13,330 feet of 16" water main by open cut, 562 feet of 16" by horizontally directional drill, 505 feet of 16" by jack and bore, 40 feet of 12" by open cut, with 16 fire hydrants, and a pressure control station.

Said improvements with all their appurtenances shall be constructed in accordance with the plans and specifications titled, "Branstrator Ellison Road Water Main Extention"

Declares the cost of the said improvements shall be paid by the funds from the property owners (Barrett Law) and the Fort Wayne _____ Utility (Revenue).

Declares the project is necessary for the protection of public health and welfare of the in habitants of the area and the safeguarding of property within the area.

Declares that this project is of public utility benefit.

Declares Board of Public Works will acquire the property rights described in Attachment "A" (Property Acquisition Summary Sheet).

Declares the engineer's estimate of the project's total cost is $2,065,000.00.

APPROVED THIS 5th DAY OF November, 2014.

BOARD OF PUBLIC WORKS

BY: _____
Robert P. Kennedy, Chairman

BY: Mike Avila
Mike Avila, Member

BY: _____
Kumar Menon, Member

ATTEST: Victoria Edwards
Victoria Edwards, Clerk

WO#66256 - Branstrator Ellision Road WME - Property Acquisition Summary

Property Owner Information						Easment Information			
Parcel No.	Design Sheet No.	Property Owner	Property Address	Mailing Address	Source of Title: Deed Record & Page or Doc. No.	Area of Perm. Esmt. (sq.ft. or ac.)	Area of Temp. Esmt. (sq. ft. or ac.)	Remarks	Easement Doc. No. (after recording)
1		Paul and Margaret Eickhoff	9125 Branstrator Road Fort Wayne, IN 46809	7330 Ferguson Road Fort Wayne, IN 46809	91-040459	3230 sf		Pressure Control Station	2014048577
2		Dennis and Mark Milton	Corner of Ellison Road and I-69, Fort Wayne 46809	932S Ernst Road Fort Wayne IN, 46809	1899180	2.5 ac.	3.5 ac.	temporary access and water main installation	In Progress
3									
4									
5									
6									
7									
8									
9									
10									
11									
12									
13									
14									
15									

Notes: For area of easements, show in square feet for easement parcels less than one acre, and in acres for easement parcels equal to or greater than one acre.

Flocculation Improvements Phase III
RESOLUTION NO. 66326

RESOLUTION BY THE BOARD OF PUBLIC WORKS of the City of Fort Wayne, Indiana that:

Replace flocculation shafts, paddles, bearings, and other mechanical equipment relating to flocculation in plant 3.

Said improvements with all their appurtenances shall be constructed in accordance with the plans and specifications titled, "Flocculation Improvements Phase III"

Declares the cost of the said improvements shall be paid by the funds from the property owners (Barrett Law) and the Fort Wayne _____ Utility (Revenue).

Declares the project is necessary for the protection of public health and welfare of the in habitants of the area and the safeguarding of property within the area.

Declares that this project is of public utility benefit.

States there are no cost associated with the purchase of any land associate with this project.

Declares the engineer's estimate of the project's total cost is $600,000.00.

APPROVED THIS 5th DAY OF November, 2014.

BOARD OF PUBLIC WORKS

BY: _____
Robert P. Kennedy, Chairman

BY: _____
Mike Avila, Member

BY: _____
Kumar Menon, Member

ATTEST: _____
Victoria Edwards, Clerk

SPY RUN CHANNEL IMPROVEMENTS
WO#83353

RESOLUTION BY THE BOARD OF STORMWATER MANAGEMENT of the City of Fort Wayne, Indiana that:

The Contractor shall furnish all labor, materials, supplies, and equipment required to perform the following:

> Approximately 2000 LF of channel widening to improve Spy Run capacity through the Interstate Business Park located North of Coliseum just west of Lima Rd. Project will include widening channel and re-establishing riparian areas.

Said improvements, with all their appurtenances, shall be constructed in accordance with the specifications titled, **Spy Run Channel Improvements**.

Declares the cost of the said improvements shall be paid by the funds from the Storm Utility Revenue.

Declares the project is necessary for the protection of public health and welfare of the inhabitants of the area and the safeguarding of property within the area.

Declares that this project is of public utility benefit.

States that no additional costs will be associated with the purchase of any land associate with this project.

Declares the estimate of the project's total cost of **$1,121,425.**

APPROVED THIS 5th **DAY OF** November**, 2014.**

BOARD OF PUBLIC WORKS

BY: _____
Robert P. Kennedy, Chair

BY: Mike Avila
Mike Avila, Member

BY: _____
Matthew A. Wirtz, Member

ATTEST: Victoria Edwards
Victoria G. Edwards, Clerk

BOARD OF STORMWATER MANAGEMENT AGENDA
November 12, 2014

BOARD OF STORMWATER MANAGEMENT
ROOM 035 – COUNCIL CHAMBERS
MEETING HELD AT 9:16 A.M.

ROBERT P. KENNEDY, CHAIRMAN
MATTHEW A. WIRTZ, MEMBER
MIKE AVILA, MEMBER
LINDSAY HAGGERTY, ACTING CLERK

Mariel Villagomez, Frank Suarez, Karen Davis, Marsha King, Victoria Edwards, Mike Kiester.

1. Approval of Board of Stormwater Management Minutes for the week of November 5, 2014.

   Matthew Wirtz moved to approve Board of Stormwater Management Minutes for the week of November 5, 2014. Motion Carried.

2. Approval of Storm Sewer Contract #2014-ST-0046, *8620 West SR #14* between the City of Fort Wayne Board of Stormwater Management and Liberty Developing to construct a local storm drainage system. The project is privately funded and located inside the City.

   Mike Avila moved to approve item #2. Motion Carried.

3. Approval of Change Order # 1 & Final between the City of Fort Wayne Board of Stormwater Management and Four Pillars Development for Contract # 83237, *Sanibel Acres Addition and Gerken Trier Road Addition Storm Drainage Improvements* decreasing the original contract price by $1,802.55. Including this Change Order the final contract price will be $247,110.87.

   Discussion by Mike Kiester. Matthew Wirtz moved to approve item number #3. Motion Carried.

4. Approval of Change Order # 1 & Final between the City of Fort Wayne Board of Stormwater Management and Yardberry Landscape Excavating for Contract # 83371, *Kings Crossing Stormwater Improvements* decreasing the original contract price by $4,552.00. Including this Change Order the final contract price will be $32,993.00.

   Discussion by Mike Kiester. Mike Avila moved to approve item number #4. Motion Carried.

5. Old Business.

6. New Business.

Meeting adjourned at 9:20am

Robert P. Kennedy, Chairman

Matthew A. Wirtz, Member

Mike Avila, Member

ATTEST: Lindsay K. Haggerty, Acting Clerk

TO: Board of Public Works

FROM: Darlene Backs – City Utilities Financial Services

DATE: November 6, 2014

RE: 2014 Sewer State Revolving Fund Loan A Disbursements

Please include the following **2014 Sewer SRF– A disbursement** with the City Utilities vendor payments.

City Utilities Engineering is requesting the Board of Public Works to approve the following payment in the amount of **$3,000.00.** This payment will be made with the 2014 Sewage Works State Revolving Fund Loan Program. This expense is for 2014 PER Preparation.

Draw11	Hometown Engineering LLC	$3,000.00

Robert P. Kennedy, Chairman

Kumar Menon, Member

Mike Avila, Member

November 12, 2014

Date

TO: Board of Public Works

FROM: Darlene Backs – City Utilities Financial Services

DATE: November 6, 2014

RE: 2011 Water State Revolving Fund Loan - B Disbursement

Please include the following **2011 Water SRF - B disbursement** with the City Utilities vendor payments.

City Utilities Engineering is requesting the Board of Public Works to approve the following payment in the amount of **$6,500.00.** This payment will be made with the 2011 Waterworks B State Revolving Fund Loan Program. This expense is for the Northwest Pressure Zone Pump Station 1 & 2 Improvements.

Draw 183	Mason Engineering & Construction	$6,500.00

Robert P. Kennedy, Chairman

Kumar Menon, Member

Mike Avila, Member

November 12, 2014

Date

BOARD OF PUBLIC WORKS AGENDA
November 19, 2014

BOARD OF PUBLIC WORKS
ROOM 035 – COUNCIL CHAMBERS
MEETING HELD AT 9:00 A.M.

ROBERT P. KENNEDY, CHAIRMAN
KUMAR MENON, MEMBER
MIKE AVILA, MEMBER
LINDSAY HAGGERTY, ACTING CLERK

Present: Robert Kennedy, Kumar Menon, Mike Avila and Lindsay Haggerty. Michelle Nelson, Chris Watt, Ron Sheppard, Mike Kiester, Andrew Schipper, Mario Trevino, Matt Gray, Tim Riemke, Dave Christman, Andi Adams, Patrick Rew, AnneMarie Smrchek, Nathan Baggett, Karen Davis, Frank Suarez, Carol Hilton, Matthew Wirtz.

1. Approval of Board of Public Works Minutes for the week of November 12, 2014.

   Mike Avila moved to approve Board of Public Works Minutes for the week of November 12, 2014. Motion Carried.

2. **RECEIVE BIDS: Resolution #83324, Poinsette Drive-Lillian Ave Stormwater Repairs**

BIDDER	BID AMOUNT
CAT Excavating	$2,036,020.09
Crosby Excavating	
Environmental Remediation Contractor	
HIS Contractors	
Ironclad Excavating	$519,160.00
Rothenberger Company	
Yardberry Landscape Excavating	
Engineer's Estimate	$409,201.00

3. **RECEIVE BIDS: Resolution #66256, Branstrator –Ellison Rd. Water Main Extension**

BIDDER	BASE BID	ALTERNATE BID
All Star Construction		
Atlas Excavating	$1,777,267.09	$218,110.00
CAT Excavating		
Crosby Excavating	$442,174.75	
Dunigan Brothers	$1,939,969.70	$176,851.40
Geiger Excavating		
Layne Inliner	$2,114,568.09	$209,645.00
Midwest Mole		
New Horizon Drilling Solution		
Rothenberger Company	$1,578,255.29	$172,571.40
VTF Excavation LLC	$1,787,436.50	$223,850.01
Yardberry Landscape Excavating		
Engineer's Estimate	$2,190,000.00	$184,880.00

4. **RECEIVE BIDS: Resolution #101-10-22-14-2, On Call Emergency Excavating Services**

BIDDER	BID AMOUNT
All Star Construction	X
Bercot Construction	X
Geiger Excavating	X
Lawnscape Land Management	
Ironclad Excavating	X
Robbco, Inc.	X
T-E Incorporated	X
Engineer's Estimate	$

5. **RECEIVE BIDS: Resolution #101-10-22-14-3, On Call Asphalt Cut Repair Services**

BIDDER	BID AMOUNT
All Star Construction	
Bolinger Contracting	
Geiger Excavating	
Lawnscape Land Management	
Robbco, Inc.	X
L Schafer Enterprises	X
T-E Incorporated	X
Wayne Asphalt	X
Engineer's Estimate	$

6. Emergency Resolution #101-11-19-14-1, *Brooklyn Avenue Combination Sewer Emergency Repair.*

Discussion by AnneMarie Smrchek. Kumar Menon moved to approved item #6. Motion carried.

7. Recommendation from City Utilities Engineering to award Resolution #76013, *St. Joe River Combined Sewer Overflow Relief Connection* to Atlas Excavating in the amount of $519,916.00. Contract Compliance concurs with this award.

Mike Avila moved to approve item #7. Motion carried.

8. Approval of Owner – Contractor Agreement between the City of Fort Wayne and Kokosing Construction Company for Resolution #0002-2013, *Water Pollution Control Plant Chemically Enhanced Primary Treatment Improvements*. Compensation for services performed shall be $981,276.29.

Kumar Menon moved to approve item #8. Motion carried.

9. Approval of Owner – Contractor Agreement between the City of Fort Wayne and S & S Filter for Resolution #66375, *2014 Filter Topping*. Compensation for services performed shall be $10,500.00.

Mike Avila moved to approve item #9. Motion carried.

10. Approval of Owner – Contractor Agreement between the City of Fort Wayne and C3 Construction Services for Resolution #75745, *Water Pollution Control Plant Administration Building Improvements*. Compensation for services performed shall be $156,000.00.

Kumar Menon moved to approve item #10. Motion carried.

11. Approval of Owner – Contractor Agreement between the City of Fort Wayne and Insituform Technologies USA for Resolution #76050, *2015 Cured-In-Place Pipe, Package #2- Small and Medium Diameter Pipe*. Compensation for services performed shall be $2,017,982.60.

Mike Avila moved to approve item #11. Motion carried.

12. Approval of Professional Services Agreement between the City of Fort Wayne and D.A. Brown Engineering Consultants for Coldwater Road West Water and Sewer Extensions. Compensation for services performed shall be not-to-exceed fee of $49,500.00.

Discussion by Nancy Townsend. Kumar Menon moved to approve item #12. Motion Carried.

13. Approval of Amendment #2 to Professional Services Agreement between the City of Fort Wayne and Atos for accela configuration development services. Compensation for services performed shall be increased by $14,176.80, bringing the new total fee to $94,676.80.

Discussion by Nancy Townsend. Mike Avila moved to approve item #13. Motion Carried.

14. Approval of Sanitary Sewer Contract #2014-S-0096, *Summer Wind, Section 1* between the City of Fort Wayne and S.W. Development to construct a local sanitary sewer system. The project is privately funded and located inside the City.

Discussion by Nancy Townsend. Kumar Menon moved to approve item #14. Motion Carried

15. Approval of Change Order #1 & Final between the City of Fort Wayne and Malott Contracting for Contract #12368, *2014 Public Sidewalk Curb Ramp Package A* decreasing the original contract price by $25,640.18. Including this Change Order the final contract price will be $242,543.89.

Discussion by Matt Gray. Mike Avila moved to approve item #15. Motion Carried

16. Approval of Change Order #1 & Final between the City of Fort Wayne and Key Concrete for Contract #12422, *Murray Street Sidewalk Repairs* increasing the original contract price by $54.58. Including this Change Order the final contract price will be $52,915.58.

Discussion by Tim Riemke. Kumar Menon moved to approve item #16. Motion Carried.

ombined

17. Approval of recommendation from Transportation Engineering Services to accept the following work as an integral part of the City's transportation system:

Contract #12368, *2014 Public Sidewalk Curb Ramp Package A* performed by Malott Contracting.

Contract #12422, *Murray Street Sidewalk Repairs* performed by Key Concrete.

Mike Avila moved to approve item #17. Motion carried.

18. Approval of recommendation from City Utilities Engineering to accept the work performed by E&B Paving for Contract #101-8-6-14-1, *Lima Road Sanitary Sewer Emergency Repair* as an integral part of the City's sanitary sewer system.

Kumar Menon moved to approve item #18. Motion carried.

19. Approval of payment from 2014 Sewage State Revolving Funds in the amount of $200,579.00 for the following project:

- Three Rivers Protection & Overflow Reduction Tunnel

Mike Avila moved to approve item #19. Motion carried.

20. Approval of Secondary Plat for Landin Parke Section 2 Phase 3. The plat consists of 18 lots and is located in St. Joseph Township, Section 35.

Kumar Menon moved to approve item #20. Motion carried.

21. Approval of Special Street Permit between the City of Fort Wayne and Mayerling Estates to construct the following street Mayerling Court.

Mike Avila moved to approve item #21. Motion carried.

22. Approval of City Utilities Accounting Claims and Civil City Accounting Claims in the amount of $11,548,232.21 for the week of November 19, 2014.

Kumar Menon moved to approve item #22. Motion carried.

23. Old Business:

24. New Business:

Meeting adjourned at 9:24 a.m.

Robert P. Kennedy, Chairman

Kumar Menon, Member

Mike Avila

Mike Avila, Member

ATTEST: Lindsay K. Haggerty

Lindsay K. Haggerty, Acting Clerk

EMERGENCY RESOLUTION NUMBER 101-11-19-14-1
BROOKLYN AVENUE COMBINATION SEWER EMERGENCY REPAIR

WHEREAS, an existing 12" VCP combination sewer has collapsed at the 2300-2500 block of Brooklyn Avenue and;

WHEREAS, said collapses could not reasonably be foreseen and requires immediate action, and;

WHEREAS, repair of the 12" VCP combination sewer is beyond the capability of the Water Pollution Control Maintenance Department to perform, and;

WHEREAS, Bercot, T&E, Liberty, Bunn, and API, were invited to submit quotes on the repair, and;

WHEREAS, the cost of said repairs could exceed Twenty Five Thousand Dollars and Zero Cents, ($25,000.00).

NOW, THEREFORE, the Board of Public Works hereby declares an emergency exists for said sewer repairs and orders the Purchasing Department to issue and **EMERGENCY PURCHASE ORDER TO THE CONTRACTOR CHOSEN FOR SAID REPAIRS.**

APPROVED this 19th day of November ,2014.

BOARD OF PUBLIC WORKS

By _____
Robert P. Kennedy, Chair

By Mike Avila
Mike Avila, Member

By _____
Kumar Menon, Member

ATTEST: Lindsay K. Haggerty
~~Victoria Edwards, Clerk~~
Lindsay K. Haggerty, Acting Clerk

TO: Victoria Edwards - Board of Public Works

FROM: Darlene Backs – City Utilities Financial Services

DATE: November 14, 2014

RE: 2014 Sewer State Revolving Fund Loan A Disbursements

Please include the following **2014 Sewer SRF– A disbursements** with the City Utilities vendor payments.

City Utilities Engineering is requesting the Board of Public Works to approve the following payments in the amount of **$200,579.00.** These payments will be made with the 2014 Sewage Works – A State Revolving Fund Loan Program. These expenses are for the Three Rivers Protection & Overflow Reduction Tunnel (3RPORT).

Draw 12	Black & Veatch Corp.	$173,124.00
Draw13	CH2M Hill Engineers	27,455.00
	Total Payments	**$200,579.00**

Robert P. Kennedy, Chairman

Kumar Menon, Member

Mike Avila, Member

November 19, 2014
Date

Resolution #101-12-3-14-1

CITY OF FORT WAYNE BOARD OF PUBLIC WORKS CONVEYANCE OF REAL ESTATE LOCATED AT 2915 SMITH STREET TO HOUSING AND NEIGHBORHOOD DEVELOPMENT SERVICES, INC. (HANDS)

WHEREAS, HANDS is a not for profit corporation established by City Ordinance, and

WHEREAS, HANDS is overseeing a federal/state funded program to demolish abandoned homes in the City of Fort Wayne, and

WHEREAS, The conveyance of 2915 Smith Street will allow the demolition of the home located on said real estate at no cost to the City of Fort Wayne.

NOW, THEREFORE, The Board of Public Works of the City of Fort Wayne, Indiana, hereby resolves to convey title of 2915 Smith Street to HANDS.

Signed this 3rd day of December 2014.

CITY OF FORT WAYNE
BOARD OF PUBLIC WORKS

Robert R. Kennedy, Chair

Kumar Menon, Member

Mike Avila

Mike Avila, Member

ATTEST: Lindsay K. Haggerty

Lindsay K. Haggerty, Acting Clerk

IMPROVEMENT RESOLUTION NO. 12499

COPPER HILL, SUMMERSWORTH AND STROCKBRIDGE PLACE INTERSECTION
WORK ORDER NO. 12499

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA.

That it is deemed necessary to improve: The contractor shall furnish all labor, insurance, equipment, materials and power for the complete performance of the following project, as follows: EAST SIDE OF INTERSECTION OF SUMMERSWORTH RUN AND STOCKBRIDGE PLACE IN COPPER HILL; BY RECONSTRUCTION OF CONCRETE ROADWAY, I.E. CONCRETE PAVEMENT REPLACEMENT WHICH INCLUDES, INTEGRAL CURBS, TOPSOIL AND HYDRO-SEED RESTORATION.

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 3rd day of December, 2014.

BOARD OF PUBLIC WORKS

Robert Kennedy, Chairman

Mike Avila, Member

Kumar Menon, Member

ATTEST: Lindsay K Haggerty
Clerk, Acting, Lindsay K Haggerty

NAME OF PROJECT
RESOLUTION NO. 66188

RESOLUTION BY THE BOARD OF PUBLIC WORKS of the City of Fort Wayne, Indiana that:

Includes the installation of approximately 1650 LF of 16-inch water main extension and associated valves, fire hydrants, and other appurtenances.

Said improvements with all their appurtenances shall be constructed in accordance with the plans and specifications titled, "Bass Road Feeder Main Extension Phase 2"

Declares the cost of the said improvements shall be paid by the funds from the Fort Wayne Water Revenue Bond.

Declares the project is necessary for the protection of public health and welfare of the inhabitants of the area and the safeguarding of property within the area.

Declares that this project is of public utility benefit.

States there is no cost associated with the purchase of land associated with this project.

Declares the engineer's estimate of the project's total cost is $275,000.

APPROVED THIS 10th DAY OF December, 2014.

BOARD OF PUBLIC WORKS

BY: _____
Robert P. Kennedy, Chairman

BY: Mike Avila
Mike Avila, Member

BY: _____
Kumar Menon, Member

ATTEST: Lyndsey Richards
Lyndsey Richards, ~~Clerk~~ acting clerk